JS 44 (Rev. 06/17)

### **CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

l. (a) PLAINTIFFS				DEFENDANTS Advanced Services	Solutions Inc.				
Rite Aid Hdqtrs Corp. d/b	/a Rite Aid Corporatio	n		and					
	_			International Insura					
(b) County of Residence o	f First Listed Plaintiff CANCEPT IN U.S. PLAINTIFF CA	Sumberland		County of Residence	of First Listed Defen		Atlantic		
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	92			THE TRACT	OF LAND INVOLVE	),			
(c) Attorneys (Firm Name, 2	Address, and Telephone Number	")		Attorneys (If Known)		_		_	
Gregory J. Mann, Esquire				Mitchell Ayes, Esquare 103 Einsenhower F			dy C. Greene		
1787 Sentry Parkway We Blue Bell, PA 19422	est, veva 16, Ste. 210			Roseland, NJ 070			adelphia, PA		
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RECEIPT# AN	MOUNT	APPLYING IFP		JUDGE		MAG. JUD	GE		

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### UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM
(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 30 Hunter Lane, Camp Hill, PA 19011
Address of Defendant: 11 South Third Street, P.O. Box 573, Hammonton, NJ 08037 and Roderbruchstraβe 26, 30655 Hannover, Germany
Place of Accident, Incident or Transaction: Delaware County, Pennsylvania
RELATED CASE, IF ANY:
Case Number: Date Terminated:
Civil cases are deemed related when Yes is answered to any of the following questions:
1. Is this case related to property included in an earlier numbered suit pending or within one year Yes No previously terminated action in this court?
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit yes No pending or within one year previously terminated action in this court?
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights  Yes  No  No
I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.
DATE:
Andrey at the second se
CIVIL: (Place a √ in one category only)  A. Federal Question Cases:  B. Diversity Jurisdiction Cases:
□ 1. Indemnity Contract, Marine Contract, and All Other Contracts □ 2. FELA □ 2. Airplane Personal Injury   □ 3. Jones Act-Personal Injury □ 3. Assault, Defamation   □ 4. Antitrust □ 4. Marine Personal Injury   □ 5. Patent □ 5. Motor Vehicle Personal Injury   □ 6. Labor-Management Relations □ 6. Other Personal Injury (Please specify):   □ 7. Civil Rights □ 7. Products Liability   □ 8. Habeas Corpus □ 8. Products Liability - Asbestos   □ 9. Securities Act(s) Cases □ 9. All other Diversity Cases   □ 10. Social Security Review Cases □ 9. All other Diversity Cases   □ 11. Insurance Contract and Other Contracts   □ 2. Airplane Personal Injury   □ 3. Assault, Defamation   □ 4. Marine Personal Injury   □ 5. Motor Vehicle Personal Injury   □ 6. Other Personal Injury (Please specify):   □ 7. Products Liability - Asbestos   □ 9. All other Diversity Cases   □ 10. Social Security Review Cases   □ 11. All other Fersonal Injury
ARBITRATION CERTIFICATION  (The effect of this certification is to remove the case from eligibility for arbitration.)
IRandy C. Greenecounsel of record or pro se plaintiff, do hereby certify
Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
Relief other than monetary damages is sought.
DATE: 3/25/19 62692
Attorney de Ldw / Pro Se Plaintiff  Attorney I.D. # (if applicable)  NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

### IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

### CASE MANAGEMENT TRACK DESIGNATION FORM

CIVIL ACTION

Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corp.

v.		•			
Advanced Service Solution	ons, Inc., et.al.		N	IO.	
In accordance with the Civi plaintiff shall complete a Cafiling the complaint and serve side of this form.) In the edesignation, that defendant sthe plaintiff and all other parto which that defendant belief	se Management 7 e a copy on all delevent that a defer shall, with its firs rties, a Case Man	Frack Designa fendants. (Secondant does not t appearance, agement Trac	tion Form in all § 1:03 of the plat t agree with the submit to the clat k Designation F	civil cases at the ti in set forth on the re plaintiff regarding ork of court and ser	ime of everse g said rve on
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(a) Habeas Corpus – Cases l	brought under 28	U.S.C. § 224	1 through § 225	5.	( )
(b) Social Security – Cases and Human Services den	requesting review lying plaintiff So	of a decision	of the Secretary Benefits.	of Health	( )
(c) Arbitration – Cases requ	ired to be designa	ated for arbitr	ation under Loca	al Civil Rule 53.2.	( )
(d) Asbestos – Cases involve exposure to asbestos.	ing claims for pe	rsonal injury	or property dama	age from	( )
(e) Special Management – C commonly referred to as the court. (See reverse s management cases.)	complex and that	t need special	or intense mana	agement by	( )
(f) Standard Management –	Cases that do no	t fall into any	one of the other	tracks.	(x)
Date 215-563-3500	Randy C. Greer Attorney-a 215-563-561	t-law		ney for Defendant	, Hannover
Telephone	FAX Num	ber	E-Ma	ail Address	

(Civ. 660) 10/02

### In the UNITED STATES DISTRICT COURT for the EASTERN DISTRICT OF PENNSYLVANIA

RITE AID HDQTRS CORP. d/b/a RITE AID

**CORPORATION** 

v.

**Plaintiff** 

2

: CIVIL ACTION

ADVANCED SERVICE SOLUTIONS, INC. :

NO. 19-CV-

And

.

INTERNATIONAL INSURANCE COMPANY

OF HANNOVER SE

**Defendants** 

### **DEFENDANTS' NOTICE OF REMOVAL**

To the Honorable Judges of the United States District Court for the Eastern District of Pennsylvania

Defendant, HDI Global Specialty SE, incorrectly identified as International Insurance Company of Hannover SE (hereinafter "Hannover"), files this Notice of Removal of this action from the Court of Common Pleas of Philadelphia County Pennsylvania in which it is now pending to the United States District Court for the Eastern District of Pennsylvania, and in support thereof states:

- 1. Petitioners exercise their rights under 28 U.S.C. §1441 to remove this action from the Philadelphia County Court of Common Pleas in which it is now pending.
- 2. This action is docketed in Court of Common Pleas of Philadelphia County at Docket Number 190201821.
  - 3. The Complaint was served upon removing defendant Hannover no later than

February 25, 2019.

- 4. This is an action in which the District Courts of the United States have original jurisdiction, in particular, jurisdiction based upon diversity of citizenship pursuant to 28 U.S.C. § 1332.
  - 5. The plaintiff and defendant are completely diverse.
- 6. Plaintiff is a Delaware corporation with a principal place of business at 30 Hunter Lane, Camp Hill, Pennsylvania, and is a citizen of Delaware and Pennsylvania.
- 7. Defendant Hannover is a German corporation with a principal place of business at Roderbruchstraβe 26, 30655 Hannover, Germany, and is a citizen of a foreign state.
- 8. Defendant Advanced Services Solutions, Inc. is a New Jersey corporation with principal place of business at 11 South Third Street, Hammonton, New Jersey, and is a citizen of New Jersey.
  - 9. All defendants consent to the removal of this action.
- 10. Based upon the allegations of the complaint, the amount in controversy exceeds the sum of seventy-five thousand dollars (\$75,000), exclusive of interest and costs.
  - 11. A copy of the complaint received by defendant is attached and incorporated.
- 12. This notice is timely as it is being filed within thirty days of service of any pleading or other document identifying removable claims.
- 13. Pursuant to 28 U.S.C. § 1446, a copy of this Notice is being filed with the Court of Common Pleas of Philadelphia County, Pennsylvania..

Wherefore, notice is hereby given that this action is removed to the United States District Court for the Eastern District of Pennsylvania.

### DUGAN, BRINKMANN, MAGINNIS AND PACE

Randy C. Greene, Esquire
Attorney for Defendant, HDI Global Specialty SE
incorrectly identified as International Insurance Company of
Hannover SE
1880 John F. Kennedy Boulevard, 14<sup>th</sup> Fl.
Philadelphia, PA 19103
215-563-3500
Fax – 215-563-5610

Email: rcgreene@dbmplaw.com

### **CERTIFICATE OF SERVICE**

I do hereby certify that service of a true and correct copy of the within Notice of Removal was made on the Ask day of March, 2019, to the below listed counsel by United States Mail, postage prepaid.

Gregory J. Mann, Esquire 1787 Sentry Parkway West Veva 16, Ste. 210 Blue Bell, PA 19422

Advanced Services Solutions, Inc. c/o Mitchell Ayes, Esquire 103 Eisenhower Parkway, Ste. 400 Roseland, NJ 07068

DUGAN, BRINKMANN, MAGINNIS AND PACE

Randy/C. Greene, Esquire

Attorney for Defendant, HDI Global Specialty SE ("HGS") incorrectly identified as International Insurance Company of

Hannover SE

1880 John F. Kennedy Boulevard, 14th Fl.

Philadelphia, PA 19103

215-563-3500

Fax - 215-563-5610

Email: rcgreene@dbmplaw.com

### FIRST JUDICIAL DISTRICT OF PENNSYLVANIA COURT OF COMMON PLEAS OF PHILADEL PHILA

and Attested by the

RITE AID HDQTRS CORP. d/b/a RITE AID CORPORATION

30 Hunter Lane Camp Hill, PA 17011

FEBRUARY TERM, 2019

: COURT OF COMMON PLEAS

PHILADELPHIA COUNTY, PA

v.

NO.

ADVANCED SERVICE SOLUTIONS, INC.
11 South Third Street
PO Box 573
Hammonton, NJ 08037-0573

and

INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE 200 South Orange Avenue, Suite 1900 Orlando, Florida 32801 JURY TRIAL DEMANDED

### NOTICE TO DEFEND

### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association Lawyer Referral and Information Service One Reading Center Philadelphia, Pennsylvania 19107 (215) 238-6333 TTY (215) 451-6197

#### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted. Lleve esta demanda a un abogado immediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion De Licenciados

De Filadelfia Servicio De Referencia E Informacion Legal

One Reading Center

Filadelfia, Pennsylvania 19107

(215) 238-6333

TTY (215) 451-6197

### DONNELLY & ASSOCIATES, P.C.

By: Gregory J. Mann, Esquire Identification No. 206180 1787 Sentry Parkway West VEVA 16, Suite 210 Blue Bell, PA 19422 Phone (610) 828-2300 gmann@donnellyandassociates.com

Attorney for Plaintiff

RITE AID HDQTRS CORP. d/b/a RITE AID :

CORPORATION

30 Hunter Lane

Camp Hill, PA 17011

 $\mathbf{v}_{\cdot}$ 

ADVANCED SERVICE SOLUTIONS,

INC.

11 South Third Street

PO Box 573

Hammonton, NJ 08037-0573

and

INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE 200 South Orange Avenue, Suite 1900

Orlando, Florida 32801

COURT OF COMMON PLEAS PHILADELPHIA COUNTY, PA

: FEBRUARY TERM, 2019

NO.

JURY TRIAL DEMANDED

### **CIVIL ACTION - COMPLAINT**

- 1. The Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation (hereinafter "Plaintiff"), is a corporation licensed to do business in the Commonwealth of Pennsylvania and regularly conducts business in the City of Philadelphia with a principal place of business as noted above.
- 2. Defendant, Advanced Service Solutions, Inc., (hereinafter "Advanced Service"), is a corporation licensed to do business in the State of New Jersey, with a principal place of business as

noted above.

- 3. Defendant Advanced Service regularly conducts business in the City and County of Philadelphia and has contractually agreed to submit to personal jurisdiction in the Commonwealth of Pennsylvania. (See a true and correct copy of the "Snow Plowing Master Service Agreement" between Plaintiffs and Defendant Advanced Service at § I, ¶ 6, which is attached hereto, incorporated herein and marked as Exhibit "A").
- 4. Defendant, International Insurance Company of Hanover SE (hereinafter "Hanover"), is a corporation duly organized and existing with a license to issue policies of insurance within the Commonwealth of Pennsylvania, maintains a principal place of business at the address noted above and regularly conducts business in the City and County of Philadelphia.
  - 5. Venue is proper in Philadelphia pursuant to Pa.R.C.P. 2179(a)(2) and (b)(1).

### **FACTS**

- 6. On May 12, 2017, Richard Peterson filed a personal injury complaint against Plaintiff. (A true and correct copy of the Richard Peterson Complaint is attached hereto, incorporated herein and marked as Exhibit "B").
- 7. Richard Peterson alleges that on January 7, 2017, he was a customer at a Rite Aid Pharmacy located at 953 Highland Avenue, Chester, PA (hereinafter "the property"), when he was injured due to slipping in snow and ice that remained on the property. (See Exhibit "B" at ¶¶ 6-7).
- 8. Thereafter, Richard Peterson initiated lawsuits against Advanced Service and Moore Brothers, which was consolidated with the original lawsuit against Plaintiff. (A true and correct copy of the Complaint against Advanced Service is attached hereto, incorporated herein and marked as Exhibit "C").
- 9. Thereafter, Richard Peterson discontinued the aforementioned consolidated lawsuits and initiated a new lawsuit against Plaintiff, Advanced Service and Moore Brothers. (A true and

correct copy of the Second Richard Peterson Complaint is attached hereto, incorporated herein and marked as Exhibit "D").

- 10. At all relevant times, Plaintiff and Advanced Service were parties to a valid and enforceable contract, requiring Advanced Service to provide all snow and ice removal services at the property. (See Exhibit "A").
- 11. The contract between Plaintiff and Advanced Service further required Advanced Service to maintain adequate procedures during and following the performance of its duties under the contract to ensure the safety of Plaintiff's employees and customers. (See Exhibit "A" at § IV, ¶ 2(a)).
- 12. Further, the contract between Plaintiff and Advanced Service required Advanced Service to automatically commence de-icing of the property, including re-freezing conditions, as necessary to ensure the safety of Plaintiff's employees and customers. (See Exhibit "A" at Exhibit B).
- Advanced Service to indemnify, defend and hold Plaintiff harmless from and against any claims, losses, liability, damages, fines sanctions and expenses, including attorney's fees, resulting directly or indirectly from its intentional or negligent act or omission with respect to its obligations under the contract and for breach of the contract. (See Exhibit "A" at § II, ¶ 1).
- 14. Finally, the contract between Plaintiff and Advanced Service required Advanced Service to carry comprehensive general liability insurance in the amount of \$5,000,000 for both personal injury perils and contractual liability. (See Exhibit "A" at § II, ¶ 2).
- 15. Upon information and belief and pursuant to its contractual obligations, Advanced Service procured a policy of insurance with Hanover, which designated Plaintiff as an "additional insured" on the policy.

- 16. Based on the above facts, Plaintiff tendered its defense directly to Advanced Service on August 7, 2017. (A true and correct copy of the August 7, 2017, correspondence to Advanced Service is attached hereto, incorporated herein and marked as Exhibit "E").
- 17. Upon information and belief, soon after August 7, 2017, Advanced Service placed its insurance carrier, Hanover, on notice of the claim and Plaintiff's defense tender.
- 18. On September 1, 2017, Plaintiff advised counsel for Advanced Service of the August 7, 2017, defense tender and requested a response.
- 19. Receiving no response, on October 18, 2017, Plaintiff again requested a response to the tender from counsel for Advanced Service.
- 20. On November 24, 2017, Plaintiff was contacted by North American Risk Services on behalf of Hanover and advised that that they had assigned to the additional insured file on behalf of Plaintiff and would be forwarding a more formal letter outlining our agreement to accept Plaintiff's defense. (A true and correct copy of the November 24, 2017, correspondence is attached hereto, incorporated herein and marked as Exhibit "F").
- 21. Despite numerous follow-up requests to North American Risk Services/Hanover,

  Plaintiff never received the formal letter outlining their agreement to accept Plaintiff's defense, nor
  have they done so.
- 22. To date, none of the defendants in this matter have agreed to defend and indemnify Plaintiff, despite their contractual obligations under the attached contract and the insurance policy issued.

# COUNT I – BREACH OF CONTRACT Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, Advanced Service Solutions, Inc.

23. Plaintiffs incorporate by reference the facts and allegations contained in Paragraphs 1 through 22, as though set forth fully at length herein.

- 24. Plaintiff and Advanced Service entered into a valid contract.
- 25. Plaintiff was in compliance with all conditions the contract.
- 26. Advanced Service breached the contract by failing to satisfy various obligations under the contract, including, but not limited to, the following:
  - Failing to provide all snow and ice removal services at the property,
     pursuant to the contract;
  - b. Failing to maintain adequate procedures during and following the performance of its duties under the contract to ensure the safety of Plaintiff's employees and customers, pursuant to the contract;
  - Failing to automatically commence de-icing of the property, including
    in re-freezing conditions, as necessary to ensure the safety of
    Plaintiff's employees and customers, pursuant to the contract;
  - d. Failing to indemnify, defend and hold Plaintiff harmless from and against any claims, losses, liability, damages, fines sanctions and expenses, including attorney's fees, resulting directly or indirectly from its intentional or negligent act or omission with respect to its obligations under the contract, pursuant to the contract;
  - e. Failing to reimburse Plaintiff for the injuries caused by defendant's employees, agents and/or subcontractors, pursuant to the contract;
  - f. Failing deliver safe and satisfactory service to Plaintiff, pursuant to the contract;
  - g. Failing to carry comprehensive general liability insurance in the amount of \$5,000,000 for both personal injury perils and contractual liability.

27. The failure of the Advanced Service to fulfill its obligations under the contract has resulted in damages to the Plaintiff, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiffs demand judgment against Defendant, Advanced Service Solutions, Inc., for compensatory damages and attorney fees in an amount not in excess of Fifty Thousand Dollars (\$50,000.000), together with interest, costs and all other damages deemed appropriate at trial.

# COUNT II - NEGLIGENCE Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, Advanced Service Solutions, Inc.

- 28. Plaintiff incorporates by reference the facts and allegations contained in Paragraphs 1 through 27, as though set forth fully at length herein.
- 29. At all times relevant hereto, the Advanced Service owed a duty of care to the Plaintiff and Plaintiff's customers, including Richard Peterson, to perform its contractual duties in a safe and non-negligent manner.
- 30. Advanced Service breached its duties to the Plaintiff and Plaintiff's customers, including Richard Peterson, as indicated below, by:
  - failing to properly inspect the work performed by its agents, employees,
     representatives and/or subcontractors;
  - failing to warn the Plaintiff and Plaintiff's customers, including Richard
     Peterson, of the defects and/or hazardous conditions, of which they were
     aware or should have been aware;
  - failing to correct, remedy, repair and/or eliminate the defective and/or hazardous conditions, of which they were aware or should have been aware;

- d. creating defective and/or hazardous conditions on the property;
- e. carelessly representing to Plaintiff and Plaintiff's customers, including
  Richard Peterson, that the property was safe for use;
- f. Failing to provide all snow and ice removal services at the property in a safe and complete manner;
- g. Failing to maintain adequate procedures during and following the performance of snow and ice removal services to ensure the safety of Plaintiff's employees and customers;
- h. Failing to automatically commence de-icing of the property, including in re-freezing conditions, as necessary to ensure the safety of Plaintiff's employees and customers; and
- i. In all other respects that may revealed during discovery and pointed out at the time of trial.
- 31. As a result of the aforementioned negligence by Advanced Service, Plaintiff has suffered damages, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiff demands judgment against Defendant, Advanced Service Solutions, Inc., for compensatory damages and attorney fees in an amount in excess of Fifty Thousand Dollars (\$50,000.000), together with interest, costs and all other damages deemed appropriate at trial.

# COUNT III - BREACH OF CONTRACT Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, International Insurance Company of Hanover SE

- 32. Plaintiff incorporates by reference the facts and allegations contained in Paragraphs 1 through 31, as though set forth fully at length herein.
- 33. At all times relevant hereto, Plaintiff was designated as an "additional insured" on a valid insurance policy issued by Hanover.
- 34. Plaintiff was in compliance with all conditions and terms of the insurance policy, which was in full force and effect at all relevant times, and covered the injuries claimed by Richard Peterson.
- 35. Hanover breached the insurance contract by failing and refusing to perform its obligations to Plaintiff, including, but not limited to, failing to indemnify and hold Plaintiff harmless as required by the insurance contract.
- 36. The failure of Hanover to fulfill its obligations under the insurance contract has resulted in damages to the Plaintiff, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiff demands judgment against Defendant, International Insurance Company of Hanover SE, for compensatory damages and attorney fees in an amount in excess of Fifty Thousand Dollars (\$50,000.000), together with interest, costs and all other damages deemed appropriate at trial.

# COUNT IV - BAD FAITH Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, International Insurance Company of Hanover SE

37. Plaintiff incorporates by reference the facts and allegations contained in Paragraphs 1 through 36, as though set forth fully at length herein.

- 38. At all times relevant hereto, Plaintiff was designated as an "additional insured" on a valid insurance policy issued by Hanover.
- 39. Plaintiff was in compliance with all conditions and terms of the insurance policy, which was in full force and effect at all relevant times, and covered the injuries claimed by Richard Peterson.
- 40. Hanover breached the insurance contract by failing to satisfy its obligations to Plaintiff under the insurance contract.
- 41. Hanover engaged in bad faith conduct toward Plaintiff and has treated Plaintiff unreasonably and unfairly with respect to its judgment of Plaintiff's covered loss in violation of 42 Pa.C.S.A. §8371.
- 42. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered loss, Hanover, by and through its duly authorized agents, servants, workmen and employees engaged in the following conduct:
  - failing and/or refusing to pay for all damages suffered by Plaintiff in this covered claim without reasonable basis;
  - failing to acknowledge and act promptly upon written or oral communications made by Plaintiff and/or its representatives;
  - c. failing to effectuate a fair and equitable settlement of Plaintiff's claim when liability under the policy became reasonable and clear;
  - d. misrepresenting pertinent facts or policy contract provisions relating to the insurance coverage at issue;
  - e. refusing to pay Plaintiff's claim without conducting a reasonable and fair investigation based upon the available information;
  - f. failing to pay Plaintiff's covered loss in a prompt and timely manner;

- g. failing to conduct a prompt and adequate investigation in order to promptly conclude its adjustment of Plaintiff's claim;
- h. acting in a obstructive deceitful and dilatory manner;
- failing to acknowledge or otherwise act upon Plaintiff's claim in a prompt and timely manner;
- j. treating Plaintiff with reckless indifference and disregard under the circumstances;
- k. not having reasonable basis for denying Plaintiff's benefits under the policy;
- knowingly and/or recklessly disregarding its lack of reasonable basis to deny Plaintiff's claim;
- m. interpreting ambiguous terms, provisions and/or conditions of the aforementioned policy in its favor and against Plaintiff's;
- n. deviating from industry standards, practices and principles followed by other insurance companies in the area;
- 43. The failure of Hanover to fulfill its obligations under the insurance contract has resulted in damages to the Plaintiff, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiff demands judgment against be entered against Defendant, International Insurance Company of Hanover SE, for compensatory damages, punitive damages, counsel fees and costs, together with interest on Plaintiff's claim in an amount equal to the prime rate, plus three percent (3%), and all other damages deemed appropriate at trial in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

Respectfully submitted,

**DONNELLY AND ASSOCIATES** 

By: <u>/s/</u>

/s/ Cregory J. Mann

Gregory J. Mann, Esquire Attorney for Plaintiff

Date: 2 19 19

### **VERIFICATION**

I, GREGORY J. MANN, deposes and says that he is the attorney for Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, in this action, and hereby verifies that the statements made in the foregoing Complaint are based upon the facts as explained by the Plaintiff, which are true and correct, and understands that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

/s/ Gregory J. Mann GREGORY J. MANN, ESQUIRE

### SNOW REMOVAL (SEASONAL) PREVENTATIVE SERVICE AGREEMENT

This agreement (the "Agreement") is entered into as of August 15, 2016, by and between Advanced Service Solutions. Inc., a Corporation with its principal office located at 11 S. 3<sup>rd</sup> St., Hammonton, N.J. 08037 (hereinafter "Contractor") and Rite Aid HDOTRS Corp. and/or its affiliated companies, a Delaware Corporation, whose principal office is located at 30 Hunter Lane, P.O. Box 3165, Camp Hill, PA 17011 (hereinafter "Rite Aid") whereby the parties agree as follows:

Contractor agrees to provide the services as described herein in consideration for compensation as described in this Agreement and attached Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E.

TERM: The term of this Agreement shall commence on <u>September 1, 2016</u> and shall be for a period of two (2) years ending <u>August 31, 2018</u> and will continue month to month thereafter until otherwise extended, terminated or confirmed as expired in writing from Rite Aid. This Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both parties. This Agreement shall supersede any and all other agreements in effect between the parties, for the services identified herein.

**TERMINATION:** Notwithstanding the foregoing, Rite Aid reserves the right to terminate this Agreement upon thirty (30) days written notice anytime during the term, except that cancellation for just cause or upon closing of a store(s) shall be immediate. Upon early termination of this Agreement, for any reason, Contractor shall reconcile all billings as of the date of contract interruption and issue a revised billing based on Services or other work actually performed as of that date. Other than payment for services rendered prior to termination, Rite Aid shall have no further obligation to Contractor hereunder.

ENTIRE AGREEMENT: This document and the terms and conditions herein comprise the entire agreement between Rite Aid and Contractor. No other terms, conditions, agreements or understandings either written or oral will supersede nor negate the terms herein unless agreed to in writing, executed by both parties and made an addendum to this Agreement. In the event of any conflict of provisions between this Agreement and any exhibits attached hereto, the language of this Agreement shall control.

INTENT: The intent of this Agreement is to perform Snow Removal services ("Services") at the Rite Aid locations listed in Exhibit A (the "Locations") for optimum condition by establishing service frequency, minimum inspection and routine maintenance requirements, in accordance with the following specifications, terms and conditions. The Services shall be performed in a good and workmanlike manner in compliance with all applicable federal, state and local codes, regulations, ordinances and statutes ("Applicable Laws").

CONFIDENTIALITY: "Proprietary Information" means all trade secrets or confidential or proprietary information disclosed by Rite Aid to Contractor or its Representatives, regardless of whether such information has been designated as confidential or proprietary information. Proprietary Information also means information (the form of which includes, but is not limited to, hardcopy, electronic, oral, facsimile, graphic, demonstrative, machine recognizable or sample form) that relates to Rite Aid's past, present and future research, development, business activities, products, services, client lists, panelists, panelist lists, pricing and related pricing models, financial information (audited and non-audited), and technical or proprietary knowledge, and information identified by any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by or for Contractor or its Representatives that contain, reflect or are based upon, in whole or in part, Proprietary Information furnished to Contractor, including its Representatives, pursuant to this Agreement.

"Personally Identifiable Information" means identifiable information about an individual or information that might reasonably allow identification of an individual ("PII").



Contractor agrees not to disclose any Proprietary Information, PII, or the terms and/or conditions of this Agreement to any third party except to its employees directly related in fulfilling the terms of the Agreement. These employees agree not to disclose to any other third parties. Except as otherwise expressly provided heroin, Contractor agrees to maintain absolute confidentiality concerning this Agreement, Proprietary Information, and/or PII save and except as otherwise ordered by a court of competent jurisdiction.

Contractor acknowledges that Rite Aid will be irreparably harmed should it or its employees disclose any of terms and/or conditions of this Agreement, Proprietary Information, and/or PII to any unauthorized third party without Rite Aid's prior written permission. In the event of any unauthorized disclosure, Contractor acknowledges and agrees that Rite Aid can go to any court of competent jurisdiction and obtain a restraining order and/or injunction immediately prohibiting such disclosure. This obligations does not apply if the information is already known to the public generally without Contractor's knowledge, was known to Contractor at the time of this contract or was disclosed to the Contractor by a third party having the right to disclose such information. This Agreement will be governed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding its conflicts of law provisions.

PROTECTED HEALTH INFORMATION ("PHI"): Pursuant to the Health Insurance Portability and Accountability Act of 1996, Rite Aid, along with all other health care providers, is required to take some extra precautions about how patients' protected health information is used and disclosed. To comply with that regulation, Rite Aid requires Contractor to review and comply with the following provisions-

The purpose of this confidentiality agreement is to establish Contractor's agreement to maintain the confidentiality and privacy of any Protected Health Information ("PHI") that Contractor, its employees, agents, or subcontractors may see or have unintended access to in the ordinary course of business.

Rite Aid and Contractor understand that Contractor, in the agreed upon sale, exchange, or other transfer of goods and/or services, may see, hear, or otherwise have unintended access to PHI maintained by Rite Aid. Such unintended access to PHI may constitute a disclosure of PHI that is incidental to Rite Aid's allowable use and disclosure of PHI under the federal HIPAA Privacy Regulation.

Contractor agrees to keep confidential any Protected Health Information that to which Contractor, its employees, agents, or subcontractors may see or to which Contractor, its employees, agents, or subcontractors may have unintended access to in the ordinary course of business. Contractor further agrees to instruct its employees, agents, or subcontractors in the necessity of maintaining the confidentiality of PHI.

Contractor further agrees to immediately notify Rite Aid in writing of any disclosure of PHI that may be made by or to Contractor, its employees, agents, or subcontractors.

Rite Aid may terminate any and all agreements with Contractor at any time if it determines that Contractor has violated any of the material terms of this PHI portion of the Agreement.

### I, GENERAL REQUIREMENTS

1. CONTRACTOR AVAILABILITY: Contractor must be readily available twenty-four (24) hours a day, three hundred sixty-five (365) days per year. Same day service is required on emergency calls placed before 12:00 noon in the time zone in which the Contractor's office is located. Contractor shall make every reasonable attempt to respond to emergencies within two (2) hours after receipt of service request. Calls shall be placed to the following numbers:

PHONE: 888-629-7569 Ext. 0 AFTER HOURS: 888-629-7569 Ext. 0 CONTACT: Ryan Hovermale CONTACT: Ryan Hovermale

2. COMPETITIVE BID: Rite Aid reserves the right to competitive bid product/services not covered under this Agreement.

Page 2 of 7

- 3. COMPLIANCE WITH LAWS: Contractor, its subcontractors and their respective employees, agents and anyone performing work here under shall comply with all current federal, state and local laws and regulations and any subsequent applicable laws and regulations implemented during the term of this Agreement. This provision specifically includes Department of Labor, Occupational Safety and Health Administration, and Environmental Protection Agency laws, regulations, or other provisions. Contractor agrees to utilize only properly certified technicians and equipment in the performance of Services under this Agreement and provide proof of certification upon request.
- 4. PERMITS AND INSPECTIONS/CODE COMPLIANCE: Contractor shall secure any and all permits and/or inspections required by all Applicable Laws. Certificates of inspection shall be furnished to Rite Aid where permits are required. All work performed under this Agreement must be in compliance with all Applicable Laws.
- 5. IMMIGRATION COMPLIANCE: All Contractor personnel or agents must be United States citizens, or otherwise be legally authorized to work in the United States. It is required at least one member of the crew be able to converse in the English language.
- 6. CHOICE of LAW; JURISDICTION; VENUE: This Agreement shall be construed and enforced under and in accordance with the laws of the Commonwealth of Pennsylvania. Any and all disputes or claims relative to this Agreement shall be negotiated, tried, determined, or otherwise handled and disposed of only in the appropriate state court of the Commonwealth of Pennsylvania. Contractor hereby consents to the personal jurisdiction of such court over it in such matter.
- 7. ASSIGNMENT: Neither Rite Aid nor Contractor may assign or transfer their interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld or delayed.
- 8. AUDIT: Contractor shall keep books of account related to the Services provided under this Agreement and Rite Aid shall have the right, with at least seven (7) day's prior written notice, to examine and audit such books and records.
- 9. BREACH OF AGREEMENT: The foregoing notwithstanding, if either party shall breach any provision of this Agreement, then the non-breaching party, after giving the breaching party written notice of such breach and ten (10) days from receipt of said notice to cure same, shall be entitled to immediately terminate this Agreement by written notice.
- 10. NON-CURABLE DEFAULT: Either party may elect to terminate this Agreement immediately for just cause upon delivery of written notice to the other in the event that the other: (i) becomes unable or fails to pay its debts (including any amount owed hereunder) as they become due; (ii) files or has filed against it any petition seeking relief under any bankruptcy, reorganization, liquidation or similar law; (iii) makes a general assignment for the benefit of its creditors or (iv) fails to perform as indicated in this Agreement. In any such case, such termination shall be effective on the termination date specified in such notice.
- 11. RECOVERY OF PRODUCT: Upon any termination or expiration of this Agreement, Contractor shall have the right to recover any and all product or materials in the possession of Rite Aid within thirty (30) days and if not so recovered, shall be deemed abandoned and may be disposed of as Rite Aid deems fit, in its sole discretion.
- 12. RESTITUTION: Contractor shall be solely and fully responsible for all actions (negligent, intentional, criminal or otherwise) of its employees, agents and subcontractors wherein, on or about any Rite Aid Locations. Contractor shall reimburse Rite Aid for all loss or damage to property of Rite Aid or injury to persons caused by Contractor, its employees, agents or subcontractors resulting from,

arising out of, or connected with the Services. Reimbursement, credit invoice or credit memo shall be at full replacement value; however, stolen merchandise shall be reimbursed at the retail price then in effect.

- 13. REPRESENTATION: Contractor and Rite Aid hereto represent that each has full power and authority to enter into this Agreement and that this Agreement is binding upon each of them and enforceable in accordance with its terms.
- 14. NOTICES: Any notice to be given or to be served upon either party hereto in connection with this Agreement shall be in writing and shall be deemed to have been given when a letter containing such notice, properly addressed, Certified Mail, Return Receipt, with postage prepaid, is deposited with the United States Postal Service. Such notices shall be sent to the addresses set forth at the beginning of this Agreement and any such notice to Rite Aid shall be sent attention of: Contract Administrator [TYPE OF SERVICE], Retail Facilities Department.

#### II. INDEMNIFICATION AND INSURANCE

- 1. INDEMNIFICATION: Contractor acknowledges and agrees to indemnify, defend and hold Rite Aid harmless from and against any and all claims, losses, liability, damages, fines, sanctions and expenses, including reasonable attorney's fees arising or resulting, directly or indirectly in connection with any:
  - a. intentional or negligent act or omission of Contractor or Contractor's agents or employees with respect to the performance of its obligations under this Agreement; or
  - b. breach of any law or regulation, representation, warranty or other obligation of Contractor under this Agreement; or
  - violation of any regulation or law by Contractor, its subcontractor(s) or their respective employees or agents,

Contractor shall further indemnify, defend and hold Rite Aid harmless from any and all liens and other encumbrances against the Locations on account of debts or claims alleged to be due from Contractor to any person, including any subcontractor employed by or under him, or to any supplier.

Rite Aid reserves the right to select and retain counsel at Contractor's expense to defend Rite Aid in any such action, as necessary under these provisions; or until Contractor accepts tender, defense, and communicates with Rite Aid, with no conflict in representing Rite Aid's interests.

For any matter that Contractor accepts on Rite Aid's behalf, Contractor must notify the Rite Aid risk management team and include Rite Aid on all responses, resolutions and releases.

The foregoing indemnity provisions shall survive the termination of this Agreement.

- 2. INSURANCE: Contractor represents that it carries insurance with a reputable insurance company(ies) licensed to underwrite in states where the Services are being performed and providing for coverage as follows:
  - (a) Comprehensive General Liability: \$5,000,000 single limit liability coverage, and including personal injury perils, broad form contractual liability, broad form property damage and extended bodily injury; and
  - (b) Automobile: \$1,000,000 combined single limits for owned and non-owned motor vehicle liability coverage; and
  - (c) Worker's Compensation: Statutory coverage.

- (d) Theft: \$10,000 for any one theft.
- (e) Additional Insured and No Cancellation Clause: The insurance provided shall name Rite Aid HDQTRS Corp. and/or its Affiliated Companies as an additional insured and shall contain a clause that it will not be canceled, materially modified or otherwise altered without thirty (30) days' prior written notice to Rite Aid. Contractor agrees:
  - 1. Insurance: To keep such insurance in force during the full term of this Agreement, and
  - 2. Certificate of Insurance: To provide a current Certificate of Insurance to Rite Aid evidencing such coverage during the full term of this Agreement.

Before commencing performance under this Agreement, Contractor shall provide Rite Aid with certificates of insurance reflecting the above coverages.

#### III. INVOICING INSTRUCTIONS

- 1. FEES: For performing the Services, Rite Aid shall pay Contractor according to Exhibit C.
- 2. INVOICING: At a minimum of on a monthly basis, Contractor shall submit a separate spreadsheet invoice for services rendered along with each invoice, for each Location according to Exhibit A and/or respective work orders. Contractor will provide a service call detail summary for each location. Contractor shall submit invoicing within thirty (30) days of Services being rendered. All invoices including those for extra work and out of scope services must be submitted according to attached Exhibit D.
  - 3. PAYMENT: Payment shall be issued thirty (30) days from receipt of the above invoices and supporting documents as described above.
  - 4. PROCUREMENT CARD: Coincident with Contractor's capabilities, Rite Aid may pay properly submitted invoices within thirty (30) days after receipt with a corporate purchasing card for payment. Supplier agrees to accept any such card. Rite Aid may withhold any amounts which are disputed in good faith or may deduct any amounts for charges, costs, expenses or losses actually incurred as a result of defects in the work or Services; late delivery; or any other noncompliance with applicable schedules, exhibits, attachments, drawings, data sheets or specifications. Rite Aid shall use good faith efforts to procure compliance with its payment obligations under this Agreement. Rite Aid shall have a right of setoff against any amounts due under this Agreement, for all amounts due Rite Aid from Contractor regardless of the source of the obligation.
- 5. CESSATION OF SERVICES FOR CLOSED STORES: Upon closure of a Location during the contract term, all accumulated monthly billings to Rite Aid will be compared to the cost of all actual services or other additional work satisfactorily performed and documented for that Location to date of closing. For the cost of said services, Contractor will invoice Rite Aid and payment will be due within thirty (30) days from receipt of invoices. For any excess of accumulated billings over the actual cost of said Services, Contractor will credit Rite Aid.

### IV. SPECIFIC PROVISIONS

### 1. SERVICE DETAILS

(a) Frequency: Frequency of services performed shall be according to Exhibit B. Rite Aid reserves the right to change service frequencies at any time during the term of this Agreement, upon twenty-four (24) hours written notice.

Page 5 of 7

- (b) Scope: Scope of work must be performed according to attached Exhibit B, unless otherwise previously approved by a designated Rite Aid corporate office representative.
- (c) Non-Scheduled Services: Contractor agrees to obtain written authorization from the Retail Facilities Department to perform any non-scheduled or additional services. Contractor agrees to waive payment if said authorization is not obtained prior to the commencement of the aforementioned services. A sample copy of a work order is attached at Exhibit D-6.
- (d) Quality Control Inspections: Rite Aid expects Contractor to conduct regular quality control inspections at its own frequency or the frequency designated in attached exhibits, to match the type of service being provided. Reports from Quality Control inspections shall be made available to Rite Aid upon request.

### 2. GENERAL SERVICE CONDITIONS

- (a) Safety: Contractor shall maintain adequate procedures during and immediately following the performance of the Services to ensure: the safe and tenantable condition of the locations; and the safety of Rite Aid, its employees, invitees, customers and agents (including the agents and employees of Contractor). Contractor shall provide proper and periodic training consistent with industry standards to all Contractor employees and subcontractors, as necessary to deliver safe and satisfactory services to Rite Aid.
- (b) Identification: Contractor employees and subcontractors shall wear identification with the individual and company name when performing Services.
- (c) Log Book: Contractor is highly recommended to use the designated Vendor Log Book present at each Location. Contractor should sign legibly and log in and out of the book with the appropriate times,
- (c) Refusal: Rite Aid reserves the right to refuse services by any subcontractor at its sole discretion and request Contractor to replace said subcontractor with another party. Any refusals will be done with thirty (30) days of written notice.

### V. NEW LOCATION(8):

- 1. Location(s) may be added and/or deleted to Exhibit A on an as-needed basis.
- 2. New locations added during the term of this Agreement shall be treated the same as existing Locations and expire upon the aforementioned expiration date.

IN WITNESS WHEREOF, Contractor and Rite Aid have caused this Agreement to be executed as of the

ADVANCED SERVICE SOLUTIONS, INC.

SIGNATURE

PRINT NAME

CHIEF OPERATING OFFICER

RITE AID HDQTRS CORP.

AND/OR ITS AFFILIATED COMPANIES

# EXHIBIT "A"

Omitted refer to Exhibit C

Case ID: 190201821

# Exhibit B SNOW/ICE MAINTENANCE Specific Provisions

### GENERAL CONDITIONS

• INTENTION: Under this Agreement, Contractor shall provide all snow and ice removal services for parking lots, service areas, ingress/egress, store sidewalks and public walkways. In addition to any state or local codes, Contractor must further have all handicapped spaces, lots and walks cleared in compliance with the ADA guidelines.

### SUBCONTRACTING:

- Contractor understands either contractor or the subcontractor shall perform services as described in this Exhibit,
   No additional layering of subcontractors shall be permitted without prior written approval from Rite Aid.
- In the event of service by a subcontractor, Contractor will coordinate all contact between subcontractor and Rite Aid. There is to be no direct communication between Rite Aid and subcontractors, except to acquire signatures to validate service tickets for completed work when necessary. (See Exhibit D).
- Contractor shall provide a list of Subcontractor's names, addresses and contact information for each subcontracted site upon request.
- EMERGENCY: For purposes of this Agreement an emergency includes a snow or ice condition which may prevent a store from opening or from remaining open for business. Contractor must have twenty-four (24) hour availability for emergency purposes through its primary phone number indicated in this Agreement. Additional numbers are:

Pager N/A Cellular 856-628-7157 Other 888-629-7569 ext. O

DAMAGE TO PROPERTY: Contractor must immediately notify both the store manager and Rite Aid Contract
Administrator when the Contractor causes any property damage. In addition, Contractor is to provide the Rite Aid
Contract Administrator with photographs of Locations when such an event occurs. Failure to do so will result in
immediate termination of the Agreement. A final site survey with the manager to survey for damage will be required
before final payment is released to Contractor.

Where damage by Contractor is reported, Rite Aid in its sole discretion will authorize a general contractor to make necessary repairs. Contractor will be notified of the damage costs and Contractor is obligated to reimburse Rite Aid for any repairs performed.

- SPECIAL EQUIPMENT NEEDS: For additional authorized work, equipment rates shall include an operator. Rite
  Aid will only pay equipment charges for the amount of time the equipment is actually in use; for example, if one
  operator is using two pieces of equipment, Rite Aid will only pay hourly rates for the more expensive piece of
  equipment. See Exhibit C-1 (Additional Pricing)
- FINES/VIOLATIONS: Any fines or violations imposed due to Contractor's failure or unacceptable work under this Agreement, during the contracted period, will be charged back to the Contractor. Contractor must reimburse said charges within sixty (60) days of demand by Rite Aid, or Rite Aid may elect to take a credit off future invoices.
- SERVICE AREAS: Store must be accessible and able to receive all services. Service areas may include and are not limited to drive thru lanes, dumpster enclosure, utility meters, delivery/receiving areas, storage fixtures, balers, etc.

# Exhibit B SNOW/ICE MAINTENANCE Specific Provisions

### SCOPE OF WORK

- 1. ACTIVE SITES:
- Plowing or clearing of parking lots, service areas, ingress/egress, store sidewalks and public walkways shall automatically commence when snow accumulation reaches two to three inches (2-3"). If less than two inches (2"), Contractor may be requested to service areas by an authorized Rite Aid representative, including a store manager. Snow is to be cleared for each successive three inches (3") of accumulation during open store hours.
- Contractor may only bill for clearing actual accumulated snow at each plow and shovel event- for example, two (2) plows during a six inch (6") event can be billed as one (1) initial service of 2-3" and one (1) subsequent service of 3".
- Contractor will automatically commence to de-ice parking lot and sidewalks during snow, sleet, freezing rain
  and re-freezing conditions as necessary in order to ensure the safety of Rite Aid, its employees and customers.
- Contractor shall ensure all entrances and exits remain open.
- Salt, calcium chloride, or a comparable de-icing product will be used on parking areas and sidewalks to
  prevent and treat ice as needed, and according to local code. Cinders, gravel and sand shall only be used in
  locations as dictated by local code. Sodium chloride or rock salt is prohibited on sidewalks. Sidewalks must
  be cleared each time the parking lot is plowed. No heavy equipment shall be used to clear sidewalks.
- If snow accumulates overnight, plowing and shoveling is to be completed by 7:00 AM, (except 24 hr stores), unless otherwise directed by either the store manager or Rite Aid corporate staff.
- In the event that snow accumulation significantly reduces the parking area or restricts visibility around entrances and exits, Contractor shall discuss with Store Manager and if in agreement, Store Manager will contact Rite Aid Repair and Maintenance for authorization to remove snow from site.
- City/Public sidewalks should be cleared as needed AND receive final clearing within 2 hours after the city
  finishes plowing. City/public sidewalks are pedestrian paths next to roads or driving areas, and generally
  include school walking areas, accessible curb ramps, key transit stops, and retail zones. All City/Public
  sidewalks associated with the property will be cleared of ice and snow according to state and local code.
- 2. <u>ADJACENT TENANTED OR VACANT SITES:</u> An adjacent tenanted or vacant site means a site that is directly attached to the active Rite Aid or on the same property as Rite Aid. These sites should also be maintained in accordance with the above scope of work when included on Exhibit A.
- 3. VACANT SITES: These include freestanding locations, only when included on Exhibit A.
- Parking Area- Unless the parking area is blocked to entry, Contractor will commence plowing vacant
  properties upon 2-3 inch snow accumulation and will re-plow upon each successive 3 inches of accumulation,
  Contractor shall maintain an eight (8) foot wide fire lane around all accessible sides of the building clear of
  ice and snow.
- City/Public Sidewalks- All City/Public sidewalks associated with the property will be cleared of ice and snow according to state and local code.
- 4. NON-CONTRACTED LOCATIONS & COVERAGE: If Contractor is asked by an authorized Rite Aid representative to service Locations not listed on Contractor's Exhibit A, and if Contractor agrees to perform that service, Rite Aid will provide a work order and/or authorization prior to Services being performed, and all service will adhere to the above Exhibit B SNOW/ICE MAINTENANCE (Specific Provisions).

# Exhibit B SNOW/ICE MAINTENANCE Specific Provisions

### SITE SPECIFICS

- SNOW STORAGE:
  - Contractor shall meet with store management to determine the best places to stockpile snow. Snow storage areas also deserve special attention. As snow melts, the melt water should not drain across driving and walking areas before reaching storm sewers or ditches. This snowmelt can refreeze at night and cause slippery conditions.
  - Contractor shall not pile snow in front of the Rite Aid garbage disposal areas, rear doors, loading docks or
    otherwise allow snow to sit in such a way that the store is not accessible to garbage removal, delivery trucks
    during store hours of operation. Store must be able to receive all services.
  - At the end of each snow season, Contractor shall ensure site is cleared of any residual deicing and/or traction
    products, such as salt, sand, gravel, cinders, etc, (such products used in accordance with local code), and
    Contractor's representative must obtain a Service Ticket signed by the Manager (also known as a VST).
- SITE PLAN: Contractor must provide a site plan to the Contract Administrator upon request. Contractor shall also place stakes at the landscaping to eliminate the risk of property damage during the snow season and remove the stakes following the season. Site Plan shall identify the following:
  - a.) curb cuts:
  - b.) public and private sidewalk(s);
  - c.) delivery area;
  - d.) drive thru, if any;
  - e.) garbage removal area;
  - f.) total number of parking spaces;
  - g.) number and location of essential parking spaces, including all ADA-compliant spaces;
  - h.) street names; and
  - i.) intended snow stockpile area.

### SUPPLEMENT TO EXHIBIT B- SNOW REMOVAL- SEASONAL CONTRACTS

In addition to the Terms and Conditions and Exhibit B, SNOW/ICE MAINTENANCE, Specific Provisions, Contractors with Seasonal Snow contracts are required to adhere to the below:

- 1. SNOW REMOVAL OR HAULING: Contractor is to make every effort to properly store and stack snow to prevent the need for snow removal or hauling. When snow must be removed from the Location, the following guidelines apply:
  - a. Contractor is responsible to remove snow no more than one (1) hour after the store's closing hours and two (2) hours before the store's opening hours.
  - b. Cost of any snow removal is included in the monthly service cost and will not require additional quoting or additional payment from Rite Aid.
  - c. Removal shall automatically commence when stacked snow hinders signage, hinders store front visibility, impacts safety, impacts ingress/egress, or impacts other services at the Location (e.g. delivery, trash, etc.).
  - d. When stacking or relocating snow is no longer feasible, authorization for removal shall be requested through an authorized Rite Aid representative, including store management.
- 2. PAYMENT CYCLE: Contractor will be paid 1/6 of the annual value of the contract, to be billed in monthly installments by the 10<sup>th</sup> of each month, with the first installment billed by October 10<sup>th</sup> and the last installment billed by March 10<sup>th</sup>. Rite Aid pays in accordance with the underlying terms of the agreement.
- 3. COST OF COVER DURING FAILURE: Contractor acknowledges that its performance under this Seasonal agreement is a critical component. If Contractor falls to provide satisfactory service as negotiated herein and Rite Ald must obtain another contractor to provide service on a one-time or ongoing basis, Rite Ald reserves the right to bill to Contractor the cost of that coverage.

#### Exhibit C Sinia Lut Anetes

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4/5)	100 005		PARKENARE	SQUIPING?the		06134		HAPTICAD	AGYANGE		Semente	-	(desire)	Cultural	Martin	tenne"	lenge	Manel	SUMM	STILL	
U.S.	101001		Month Cocomana	WALLMATEDAD		96493		MWGAVEN		GAGOLIS	house	Beer	-	Sec.	Hand of	lament.	NYAM	Stehner	14/02/31	15,ocen	
	-	-		Maritin S. F.		-		111111111111111111111111111111111111111	1			-	1			1			1		-DID With 200m PSCHWINGSPA, WARRED
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74.6	Henrick .		ACTOR FOR SOM	WATTERON	100	with		HEM FORMAN.		GEATOWAY.	-	Second .	Sunda.	laborar .	Season .	-	Land	Street.	SOUTH IN	14/1 10	
100	160 664		A MANAMIT	WALEAFONN	let.	MM		DEMINIO	ANY ANCAD		-	Sugar	Land	Upre	Lines	large.	Similary!	lines.	14.119.34	\$1,014,15	
	163,604		MODIAL TOWNS AVINE	- INDRIVENSIA	L	00(1)		MWHWN	ADVANCED		Girlings	Manuel	Here	sipulat !	Similar Similar	Hamp	Name of	Union	10,054,17	11.002.50	
ha.i	100.00%		O MANIES HEET	(Oliver		CCATE		NIWING		STATIONAL	Linear	Gristered	Married	Manipi	Same	Imigrapi .	4000	14	\$5,A11.00	\$103 M	
134	-100 00%		ACDITOCHSTRAKT -	MANUFACTOR		CKON	15	IMATION!		MANOUNE	farmed	limer	Inches	·	Games	Sharet.	Name .	-	\$3,916,00	(4190)	
637	160.00K		WHICHMAINTS.	TEMPORIS SIGH		on Pyd	N.	Melatio		ECANONIA.	Name .	Stee	ineria	·	biante	timeb.	News	dans	MULIC	Secun	
1942	10000		MATHORN ASALI	WALLERS		A 766		THEW HAVE OF		GASONAL		lemmen	here	inpurp	Librer	Seinerer	Herest	Seeme !	13.642.41	\$444.7	
11	1100 00%		SIMITATES	WEST BLYEN		tas III		mwinoth		LEAVOUR	lanker	Unerel	und	Hame	Lucio	Hered	See	HAVE	\$5,125.00	Sents	
rive .	100.0001		IO PROCEED ANNIET	WATER CHE		08 (0)	11	HIWINYCH		MANOGAL	Sinery'	Season!	Here	stude.	Secretar	literate	(inent	-	\$5,716.20	150%0	
141	200,000		DE BUREAU FORT NORD	MAYONO		ocus.	15	HEWWISH.		MASOME	in-	Innerel	Dines.	laborat.	latroid	tenier:	material	hairmet	\$9,433.00	900.9	
44	HADON		EMRITIDAYE.	WATCHEUTY.		of Are	11	HIVYHAVIN		MASOURI	-	Samuel	med	Secret	-	margi	Same	tattent	\$5,338,18	5445.0	PA handrat eller shipping (seem CAM)
191	107004		SAMUEL SA	HIGHANITH		06 FF /		intreuto	ARTHURS	MASORAL	-	Lung	September 1	unre	Season.	14 in part	liver	tenne	SAMEN	11,644.1	Control Control Control
41	165-60%		HE MINISTER AVIEN	CAST MAVER		06551		INSTRUMENT .	NIVAMED	BASOKAL.	literal	belowed	4000	Married	Limit	turi-men	Street.	traine	\$3,431.69	\$107.00	
A9	1500 004	Histor LT	MANUAL TARES	Sephysic .	ler.	CEAN	11.	FAMELIES.	str/streft	itaspha.	Shares	Seed	Separat	Messal	Separa	18tem#	Name !	tioned	MARLO	\$MILE.	
10	100.000		COLAST CAUP STREET	MAGOTPORT	ci.	0.60	0	(AMERICA)	AMPANCED	IEASONAL	11	mend	Street al	Same of	labored	Spinner	-	ti-may	16,411,70	\$500 %	
40	100,000	77505 14	STOREW NOW	CASS PLAYER	10	08.333	11	NSVPSIAVEN.	AWAMELO	HAVING	lesson	Secret	Mary	More	Sprange	Hirms	Semestal.	toward.	14,054.77	\$1,007,60	
10	10100s	12304 16	WKKON FOAD	- WINTOIT	tr.	14116	19	NEW WAYN	AUTHORIO	TENTORAL	Seme	lines	House	dpage		himmel	4	dament.	14.077.31	\$5,5700 KT	
41	10500%	22502 41	LASE STREET	PLANNYKEE	C4	06061	15	CHATTOWN		MASOGN	Hirer	Hillings	Verez	tales of	wood	fallengt.	Herr	Series.	HWY	1275.9	
54	10300%		WASTURNIEND HOAD	STATISTAN SPRINGS	es	25.00.14		Scurator .		SEASONS	Service:	trend	Here's	Married	b	كسين	Sec. Sec.	Manuel	\$3,574.00	Senate	PERMITTE - week the with higher handing reside
7A	160 604	mos u	TUAN WALL	LAST PLYIN	51.	(A)11	11	THE WHAT IN	ADVANCED	TERMOUNT.	Seatory	Sector 2	Seame	(specul	Samuel	Samuel.	Hamel	how!	\$3,421.00	190110	
71	163 00%	\$25ml 17.	t frichmier seinte	HIWRANDO		007/14		ruciedto.	ADM/MAKE IN		home	Serve	lends		leven	hand	1	heavel	\$5,007.66	SHEET.	
101	100 tisk	11507 500	D COMMUNICATION OF	souniwsisk	a	05449	15	HIRETTONS!		MANAGE	2000	-	mare	-	-	Obered	Name .	takeed	\$4.015.20	MIRO	
101	100406		HATTA NEAR DEALS	stoom are		(Arm)	K.	GRATIONS		MANSHAL	trees	Selie w	(exercise	SHAPE.	Lunday	inen	ment.	jerer.	65.176 PG	1494.0	
41	100 074		MARINET	LANKAN		Oldita	13	trointro	AIN'AMCEN		-	Jewesi	Iteman	Second 2	Second.	heest	bismost	tenest.	15.175.16	54140	
m	. 100-00%		IN TENNITOR	SITVY BERKARY		ntin)	M	departer.		STANOPPL	harr.	teres.	bend.	Signer.	heres.	Same?	Seeme.	taxes!	\$4,979.5	SECTION	
14	9 104 009		FORES PERMIT PROPERTY	whitevalo		196309		IOATEOAN		SERSONAL	Henry	-	te-mail	Spendie	Numer	Marriet	himmer	mega.	\$5,261.24	MM3	
100	101000		STANNING BUTTURE	GANITORY		06111		HARIFORD	MINANKER	HAYPRI -	teres	Long	trapp	Liner	See of	-	Sympa	Same?	SARPEST	MALA	
0.4	100 40%		i kezokh si el 111	NI-W LONGON		for 125	13	InWinich	AND ANCIES		har	Seed	Pared	Steep .	here	here	Harry	latered	\$4,191.60	Lista	
14	106009		GACALER WILLIAMS	TANKAME		06.111	K.	MACHUMAN	AUVANCED	MANGREE	Hereni	beard	spanned.	Hilmon	martel	famous	Name of	Street,	14,177.00	MARK	
140	6 11.774	11/01/11		switter.		0,111	K.	FGW10eoth	MANKED		-	Married	tenere.	Home	Server.	lines	patent.	liver	34/01184	11116	
141		11107 11		49611(11)		94.153	S	NW (OWN)	MANAKEE		Henry	Service.	-	Hant of	hard	Miles of	Here	See of	1011.44	\$160.0	
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41	1000000	Yalan a	Facility (New York)	einstant.	ic.		14	GENETHAVEN.	MOVEMBER	ICASONU.	-	h			-		leave		45,2 hits	Sysual	
ef	-300,000		A Michael Tallers	MONIOL	et	34.06A	iK.	(MATHED		MYNOAM	Sever	brust	langer	tanarat.	haring	laborer	line.	jane,	SAATY PO	15103.50	
72	tions		MANAGER POWER AND BUT	highthir (set)		3411)		MANTHAVEN	MANAGER		-	-		Separate	-	latered	-	-	\$3,72E.13	-5454-61	
n	10100		/ Mart Albert	PORTIANO		icus:	15	MULICIAN .		WANGER	tentrar	hear	Hairy	Upor	Seated	timest	lines	Injured	Maith	54190	
n	\$100 COM		PA CONNELL AND MARK	lektribler		5/115	15	SKY (M/th		ILASOUAL.	how	lines	u marti	Henry	hamed	Salvered	lines	lane.	53 (3) 10	3014 6	
24	100.000		MANUFACT	ITEANIDAD		****	01	FRINGED	MANAGO		lad-	Arrest.	Law	tainess !	Gamel	transf!	Sec. or	france	1.55,511.00	Moth	
MI.	- FOULDING		Tronisias .	- Iranigio		teal		Amento		SCASONO!	Higgs	turni.	فإيجانا	Samuel	tener.	Same?	later	himi	\$5,411.mg	Sans to	
M	100 ans		HOMSTRIPE	CHAMCHE		06901		DERFERN		WANDOW	thing	Sinteres	Linne	labele	-	14-4	liber	lameter.	*SAULIO	5893.W	
-	6 MAHH		I memper years	leimojia		STAIL		MAXIMAC		REASONAL.	Sener	Here.	Seamer	Meme.	Manag	upped.	Same	iceme	11,716.11	PINE	
141			dokto tiarry	Parianto		91701		hindstoot		MANNAL	Harry	hand		4000	Laurel	whele.	dep	lan	514110	519.00	
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1101				intributio		91331		SEACISINE.	ADVANCED	WANNELL	-	Upont	Made	meni	Securid	111-0	lines	leased	Jate 15	\$100	
61 1143			NORTH LIPIGE	PERSONAL		at No.	10	SALAHARAI	MUCANCID	GEASONAL	Separate .	here	****	Dane.	to marke	titraist	Sentera.	uner	\$1,119.50	1410	
10	Hotos		toquest W.	ERUAN .		1176	15	MANAGEMENT		MASONIA	Lend	Lines	Name tel	umul.	pare	-	-	here	\$1365.51	\$477.V	
77	mount		OPERATATIVES	G ADALIN		41243		BEXAMM		MANORAL	horse	In-	unied	Samuel	lamore	Sec.	Same	linear	34,777,39	5470.0	
41	201004		EL CHOLOGY FINELL	Tecenomia		41413		MICREINE		VERTONIA.	Harris	1	1	-	1.430.0	-	1		SATINAL	Sher	

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-			and the second	news.	TOWNS THE PROPERTY OF	Division in the last of the la	100		Time of		The same	The Parish		= _		111	-15		- 12	No.			
					<b>展表記學問</b>	10000000000000000000000000000000000000	挪	16			Mary and	MIW WIND											
				1.6			181	聽	100		ANNAS YOMOUR	CONTRACT											Sun the Automotive Company
쾖	forpall t	MO HATA	Sarphia Base	ON M!	NOOMAX	(py	No.	re:	for	COMPTRACT	ytriden	CONTRACT SEALONN/PR								24			NOTES
			20			g(sheektad	10.0	01778		OROGENIER OROGENIER	AMMINITAR	CLYZONI									\$4,774.40	5796.31	extend the large stand the former Dunking Description of the former
10		100.001	_		1034 Secol vi.	SCIDS'A		DIAN		AUTODALSAN.		MANAM	Herr	-			Samuel at		beend	Vest	5431237		Santapi Statum
					RESIDENCE TO SERVICE T			*****				11.54.10.55.4			1								"Mile Mile" fil ergenskie for stare for wat, they breek ore witer a hand confluentham, mit reposit is
41		100 004			J WATER STREET	HAVERERAL		DIEF		ESITN		MASONAL	SA, KYALI	10.8412	11	Harr	NAME OF TAXABLE	heer.	HPH.	4.580	54,111.03	Since	fotple (mir reds)
111		*poxest	-		LA SOUPH MINISTE	(UAVERDON)		21115		cun	NOVAMED		SEA ST	-	Mirr.	Marriel	Inputed	tremet	Limy.	lément	13/00/11		CHYSICS WALLS CONS. Fuldes
111		YOU GANG		1186	TENEDE PER	CHUMENE	LEA	97.84	1	15/11	MYMMER		April .		·w	book.	uu.	-	u	-	55,271.41	00.00	THE SEE KATESON WHO I SEE SHE AND COM
ini		100,00%		2000	126 DAVADURE D79FT	DESCRIPTION OF THE PERSON OF T	UA	41744	vc.	IZGX	ANYMELO		KIN.	HIER	Green	tonest	11.444		Tetre	nww	\$4,275.81		Next, for anima (4 strl
114		iston area		1725%	HEMISHMINING	PHANING .	MA:	40.044	113	thir		WIENDHAL.	iemeşt.	See of parties		termed		torest	beint	inemal.	STAIRT	SAW IN	
ir	-0	14 47%		77704	TENER SANDANI ZEL	HURTHAMONISE		29845		(SM)		STANOSIST	here's	Seem of	Incident	Intered	ilear.	bred	Hard.	territ	\$1,960.35	5016.71	
111	TACYS	1.446	ويحال أم قصة	27704	DATORITIC HATEL	HOM THE AUTOMORY HE		ictaj		(MCa	Attrasgen)	TEAMONAS	-	-	-	-	lenes.	beert.	texes.	lawery)	865.11	\$10 25	
112	- 119	100.004			IL HAVERY DRIES	MINAMA		4111		CONCATION		WANDER	Spend	Sec. of		beard.	liner	Land	Margaret	happy.	SCHILL	\$73341	
'n		100 (10)			IS NOT TOWN TOWN	TIADOK,		Qual.		CHOCKER	AWAYCED	WASCISAL	tau'ma'	1		Name:	tanner.	Same.	SERVE.	HARRY.	34417.17	SAIR N	
15		100 CCN			ST MOONTA SINCE	teweladay		gta N		SHEGETTER	AMMERI	MANOSHE	lange	-		Mary	Why	harr	(married	maret	SALITA)	thite.	
76		Ma ecet			GLADART MOAD.	MANION		41681		Wagerree	ANVANCED	<b>HARAMI</b>	Interes	See		krant.	Section 2		leaged.	Spinoret.	SECULA	MARK	The second contract of
21		- justaly			MANAGEMENT	priteristor		4395		Lapoidte	AU/AVESU	Cracian	Secret	time!		Sie	bert.		Impel.	Sec.	BESTEVA	1985 41	
18		100.004			MINOSCHU	Unit		51904		IME	HOTHERD	DAIGHT -	Sugar	stand	mare!	Here'd	listed	best.	Hille	-	35,110.01	SASTAL	
ш.		100 00%			IS HAVERING KOAR	AMESTIME		4911		ESSER	MONANCED	<b>EASORNI</b>	(teru)	lease y		farmy)	timed	tament!	(deserve)	turnel	\$3,232.00	\$833,14	
4		TOO COM		11114	THE PROPERTY AND A STATE OF THE PARTY AND A ST	#SWCII	UA	0(4)1	15	INT	PARTIES	NAVOVI.	tines.	1	Salary W	hereit	harme	(oppos)	tened.	bored.	54,162.16	\$227.16	PULL BEAT II MEN POR COM, PARRY FOR THOS
ď		100.004		1	LIAM SOTTLE SHIP LES	HOCKPON -	144	ara.	124	EASTR.	ADMANG TO	IL LUCIAL	con			Acres .	here	Section.	arre	arre.	-SA WING	\$797.16	PORTONIA DIVA
10	-	MOTORPA			The covered to which	DOM: NATER		gairs		MATERIAL STREET	MWANCIO	GASCHAI	hara	Same a	No.	-	Second .	-	Seame.	-	55.165.09	\$457.50	
ul u	-	100.004	_		TANGENT BEILD ATTEND	Spatist Monton				BACKY		WASSELL.	Several .		The same	beaut		Manual	here we	harm'	SSON	\$1,000.00	
1		MOTOR.				accitols		0113		MATOLE		(HAMMA)		Sand of	-	Name !	betarre		(gainer)	tion in wi	\$3,143.01	MUN	
5	_	renders.			LIPERIOR PARKASTERS	HISK PARE		W1M		COLUMN TO THE PERSON OF THE PE	KNUKTI	MAIORI	Inscend	Manual	I(may)	Stame	heren	Stand	Second.	Stuge!	14,017.01	11,006.84	
1	_	100000				CAMOSOGE		00170		MICOLISCI	ADVANCE D	SCHOOLAL	language	tanne		Spend		Name of	la	legines.	53,750,33	1018.40	
1	-	2010W			AMINATURALITANIA	SCAME POPULE		4311		MOOTHERE	ADVINCED	STANDARY .	General	-		Server.	The same	-	-	toward	\$1,151.00	1013.50	
al		100.004			M BUILD REAL WATER	sowedout.		1110		Odibititàs	REPARKED.	MAYORIL	-	4	Server	Marwell	Innerel	turne	hand	lepend.	£5,417.74	190296	
ul		1000004			DY BROADWAY	CVERGIT		07111		MOUNTAIN	ADVAMATE	MANNAI	inim!	4444	Hiray	44	ither	U4	land	hered	54,409 11	51.064.10	
	-	169 00%			WI MONDAY	MARKET .		94111		MITTELE	Amries 10	STANSMAT	liere	Seres!	berg	Second	Sund	here	lene-	lunes	55,429.16	\$1,004.74	
H	76	35.513			191-4871110757,	MOLOM		0)105		WIDOLESKY	ASSAUCTO	SEASIBAL	Manual	Itaniell		trevel	June	ferwa.	lawer	banete.	15,202.60		
15	5446				41: 492 MINU ST	Material		mills		bugni istir	PERMIT	REASONAL	LINOP	-	Sebarat.	beautil.	Majord	land	foured	Name of	121171		
ä		160 00%			DESCRIPTION OF THE PROPERTY OF	person		15)01		HELSON	ADVINCED	SEASONAL	librie	Marrel	Sure.	herest	Samuel .	Land	lewer	Seatment.	\$4,698.13	\$100.55	
il.		1/00/page			ALL SCHOOL STREET	4 Mag jurdi		41311		CAIDN		WANDUK.	to be street	Marina	below-pt-	hip-ris.	Iteral	-	Marie	lement	11 20131	MILL	
		100.00			MINDS AND GRADE MENT ACCOUNT	CATAGO		<b>W144</b>		MALUMA		STANONAL	lande	See	Separati:	Second!	Marie	Marine.	Marie	-	\$6,905,71	STALLI	
ül		101,00%			CHOR DAWNSTERN DATA FEET	ENG LANGONS		4111		Marian		MAYONAL	Law	-	****	merel.		many:	inner.	nume.	34,717.40	\$1,129.55	
ü		100.000			MILLIBURNING	INTR.	w	411	13	DICHAM	MINTHICEO	SEASONIA.	here	Heer	teres.	Separa	berry	Unior	been .	-	\$3,704.79	\$533.U	
11	- 3	Hoose			TOGG EAST MICHIGAN EVENIE	LANDON		++311		MIGHTERS	AWAYCER	SEASONAL .	Bank		-	hitery'	learn pt	· Spelgraph	-	terre	56,048 31	\$1,000 N	terms of the second of the second
iil	V V	100,00		11306	THE PROPERTY OF THE PARTY OF TH	CONTACTA	931	150 4	n.	BANK .	LLW LINE FO	MAKAMI -	Merchal	-	New	Wine'	Herry	Sept.	lieure	Never	\$5,300 M	gue	(-10.10.11)
n	-77.77	100 004		22304	ISSE VARIAGE CIGITANAS	BURANO	44	um	12	<b>UNIONWASSEE</b>	ANYAMEDI	<b>HASDIAL</b>	***	tanent	tepporet	intend	travel	language	Name of	See	\$5,104.44	\$0(1)	
al.	-	100,00%	- 1	Hair !	1009 WEST EMBREW SEREST.	NAME III		44515		micrista.	ASVIACED	MASONIAL	lined.	hire	[enough	Some	Seneral.	<b>Special</b>	Separ	ines.	154011	5297.53	
ii.		MUM		12104	AL CAMERINA BACET	PROFERENCE		4411		INCURANG	ANAMOR	CEASONAL	****	-	inmed	more	lenni	Gene	-	-	\$5,000,00	MILE	
ul.	- 1	100 COM		Trial I	Ingrammaming there	LANUTE	41	14757	PK.	WASTERN	ADMAIN ID	NEASONES.	the day	Salyme	Santtsi	MANNE.	HARM	theres	MEM'	Same.	\$1,010.21	\$1,002,30	
il		110 00%			AVISTORIST TELEGRAPHING AND	MONHOE	W	MIA	H	MONITOR	ADVANCED	MANONAL	Marry	-	Name of		Mary 1		Herry.	how	ASSIGN. FO		
ě.		Too ours	19	11 100	106 FANT RECTURANTAVEAULT	acres	u	1170	CE.	Michigale	ARVANCED	CASOUR	HECK	teren	Merel	berrit.	Mary.	Hard	house	Same	\$5,510 74	3118.66	D3+6I
		100,004		22110	TITUL MATPEULAVEMALE	реткол	اخا	13124	n.	WAYNE	ANNACED	MARCHAL	-		-	Salemail	-	tested.	Secret.		\$3,619.77	\$603.56	he lades the small list person to be much busine before
u		100 00%			COTTANT CHANG MYTANE	1000011		****		Investors.	MYSNW10	SEASONAL	tinerel		Mazur	maru!	Interval	teami	Semana?	(inch	\$5,576.30	\$155.67	
at		103 00%				eviet	10	(631)	PE	GENESSE	<b>FOYUKTO</b>	CEASONAL	line's	Minerit	Material	Seemal	hard	found	feesed.	Manuel	51,418.54	\$851.41	2 144
		100000				\$1,800/3	W	11177		KINETON		MANNAM	lengel	-	Semanter.	Second.	teriest	Specialist.	pers.	history	\$5,1519.22	-\$1,000,00	
77		1birune			DESCRIPTION AND STREET	EATING SAPICE		4371		latin	40YAMETO	MASSALL	leased.	4	here	4	hand	Suns'	hard	lunes	\$6,409.15	190131	
9		too cos			THIAS SEMENATERAYS	BONTS AND	34	417	n	RMMA	AND AND D	MANAM	livery	Hered	-	-	Line	-	Seed	beer	53,104 14	1011.0	and the same of th
iil.	1000	100,000	-	22 104 1	AT MONTH STAFFARMET	PERKY	144	11577	lh.	Ottawayili	PERMITTE	LEAUNGH	leaned		Marrie.	Harri	Stewar	mve	Hered.	HIMAIR!	55,510 13	3432.43	At the second se

2 of 7

Exhibit C Store List Prising

				8	83				tur Sales	F										
					700	240		MIW AWARD VEROOR	BEW AN AND HOMETHALLY MANGEN ALTH	-										acrit
A Total	P PAC SAYS SAYS DOLL		O.C.	150	10 5 50	IYE.	UNDAM	YOUNKED	SEASONS.			-	Build	diam'r.	Name of	AUNES	Table 1	154,000 H	\$1,601.0	Will have been been been been been been been be
MAI .	100,000	22 200 2201 2001011 2004 21VE	DATACAL		Will		THE ANDRE	JANVANCED.	HATOMAL	Hann	The same	MANUE.	The same	Lucia	home	Marrie.		11 COLTS	SAMEN	MATERIAL - Land of the state of
1100	200 1007	22300 SHERICO HOU	CAMBIAIVUIS.		utti		MONEY	ADVANCIO	TERNONAL	Married	-	THE WAY	Shower	Name of	Sump!	11 Whee	breed.	\$1,384.74	3164.01	
1979	Into Core	Min wydatokomier	PRESENT		Hiv		Invision.	4040KIN		-		Season !	interes	Mare	-	Seamer	Nine-	-35,116,20	Landon	
2/6	100.004	STREET OFFICE POLICE POLICE	NJ LYJUS NJ		Vent		WANTE	MINANGO	WANGE	100-0	Stewart	Mercal	Samuel Mar	there's!	-	HON	Harri.	HOMAN	5471/01	
41	100,00%	STUMENT PRINCETEN LOGICALISMINS	PHACETYPEAPATER	tet .	disto	11	SUPERA	minen		hoest	Gner'	General	barne	limont	-	timed	Sene	Pyritin	1475,54	
n)	100.90	THE THAT HAT WATER	(Martin)	lite 1	00.604	M	MINCER	AN/ANE FO		Name	leader	thursday.	-	Seame	44-4	tennel	house	13,150,33	1581.73	CINTON
41	150 504	FEXAL STREET BOLL AND STREET	massari		CW LULL		Estatto	ALVARATE		Spire.	timety.	mate at	times.	topular.	-	-	State .	\$4,001.70	373020	100
169	160 per	esser sol certains and cross	AAAAAA TOR		(440)		CAMPLE		STANOUAL	Hierry	travia.	frmist	triented	Mercy	Sections	Harrie	hore	SUMM	3844	
1601	100 004	THE TIP TRICEWANIACE BOND	OANCELL		mun		MAGIN	HWWWID	HAWAL	Hade	Planted.	thused	Daniel .	Second.	110-4	here.	langue.	Prince	KILLI	Control of the second s
1782	listan	THE STATE AND THE PARTY AND TH	quarterie		two/		Cocketina		MANUAL	History	Married.	liberty	tion's	limite	hees	Seren.	Same.	DEM.II	\$190	
Lane	150,000	43309 323,00974,45985 CH3.	Mco		129(00)		CANGO		ATANOMAL ATANOMAL	Stand	Steader	bandy.	terry.	-	Street.	Samuel .	-	\$4,338.18	5593.08	
1011	100.00%	1990 DELGODERATIA BASI	ON HOUSE		(A)1)		OCEA	ADVANCED ADVANCED		tanana'	4444	(Smark)	Meren	labor	To the world		Stare.	\$3,494,33	\$573.16	
1577	100 074	CANTELLO ROUTE SO	mentani		GH 1//		Octab.	Jany Alexand		tenud	den.	paner.	Same.	-	Table of	Service of	-	\$1,105.56	\$41871	
114	TOTAL STREET	Albert Market Line College	inchion.	-	-1/4	13	W. Carre	- Innorth	- Contract	- Differen	1	-	-	-	-	Britane.	THE PERSON NAMED IN	- Name of Street	711311	Many parcel belieber the Stale to the west private that le
1740	300,60%	A7501 2738 FEOCRAL STACET	CAMOUN	liu.	00100	21	CMMIN	ACHANICED	MASSMAL	denger	Second.	Market	Section!	Secure	Samuel .	teapyl	Sections.	(\$170174	15,98.46	now gran any file
1974	4roms .	COOK WAS SOUTHER SAD VINCE	TALMENT.	ar.	CHILL	15.	HACAGE	APPAREED.		ber	Separat )	-	-	Inmeria		Samuel	how	43,111.16	\$50,11	
NO STATE	100 604	CHANGE SEA STATE OF	CHRESCOL		1005		CONDEN.	MINAMEST		Support		tempte	binning.	Mare		Sheary	Sec.	\$4,788.5T	578443	
ared.	Hou down	Trial protestive	WANT DISTROSS		secte4		GOCHINA		UAKOKA	inver	HALLAS"	Markey!	Seese's	House	Intest.		Mailer.	33,216.13	MILIT	The second secon
100	100.45%	1550 ISSE WALLMASTON HUND	PARTY.		DP#54		LICOUSTA	AUVA-10		tions	leaned	with	Serve.	In model	hibert.	Stewart	Same.	SSMIDE	1430221	
(44	100 (see	CISAT PERCUNDIVALENCE	atifon),		atija		DEMODES	MONAPERO		Burnel	fabrue	Seeme !	Married .	barri.	iteral	bere	Fren.	34140	\$194.64	
in	1 100,000	TOTAL TOTAL STREET STREET	SCHEWNSE		CHICK!		CAMERIA	DESKAYON		lines	Monte	have	Shaued	Simon	-	house	Himmir.	\$3,605.31	Stotler	
414	160.604	[4901] THE HOSTIFE STATE FOR THE	WHITAMILTOWN		999		dicactife		WANTER	Beer.	House.	to tipe	Desire.	Macr	HEAT.	brume!	ner.	12431.44	105.34	MANAGEMENT AND
111	Macus	APPENDATE OF THE SHOP	viction		ta NA		CHARGENIA		STANGERS C	Bree	steed.	WHEE.	2000	janua.	labor.	laure	bure	IANCEAU	\$554.90	
101	100 034	A THE REPORT OF THE PARTY OF TH	WHIDAY'S		01740		usauseni -	ADVANCED		brest.	learner of	heer.	Mean	Harris.	State	treat	to-	53,476,04 53,011.64	\$120.10	** Jan H Property - Make a convertibuse white **
411	Hateva	(Jax (distrates timbere)			4/4A)		340304090111	ADVANCED		Dem.		Same	Name of Street	-	-	uere.	100	13,471,13	IAICO	- MINISTER LANGUAGE CONTRACTOR CONTRACTOR
4(4)	100100	Enal Educated Contr.	PORT MONINGS		07/15		Light Legit II	ADVANCES.		See.	haped	barre .	Many.	trery	Table 9	bane.	liver	\$3,673.13	\$645.52	
ets)	100104	THE ROCCIAL HERIOGE IS	CORNECTION OF THE PARTY OF THE		67/47		SAMPAGOTH .	PANAMERO	MAKAKI	Serve!	United	have	-	fores.	-mir		The same	\$6,354.43	1719.44	
W/	STORM T	CONTRACTOR SE	RIAINSTOWN		HFB15		WAREN	ACMANICAD	LEAVINE	-	increased.	tie well	Batterengt	inere	hanget	Severel.	tenant	11,461.61	541544	
ALT	Ittion	MAGE SOS SACAMETANCAS TIME	SACAS ETATOMAS		2/440		wakeen.	MYNAKE	Magesti	lanengi	titions	la mond	tinad	lamme	Sinete:	-	tioner.	HAVE	3//14	
- In	VOCETS!	LAND HANGALEONE STANKE	WATERMATTER		inot		Wassell	KONMAND		week	biamy!	hard	Manuel	-	Salare	traine.	hower	MAN	\$100,02	
eja	100 004	FEM TRESPONDENTE PROCESSES	Marth		(HO)		CAMBER	LANDSED	ALTERNATION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS	Name	- Jimmed	-	Hora	Barrie	School.	The best	harri	14501.00	\$790.24	
101	100001	TOTAL IN MACCINE INVITED	MARKWOOD		18027		CAMOUN	ADVINCEO	STANDARE	Seame	Year.	Married .	equality .	Superior	Same?	Sined.	now!	\$4,234,48	\$201.16	
Otu	Midde	TOOL STREET, CHING CHING & BONIS	LANGE PRINTS		(40x)		CAMPA	MINNACO	(Cataluit	liane	teesy	New	Mary	Marget	Segliner	-	Miliana	SATULIA	\$61034	
ANT	Macon	tryabinewisi (Anti) kewa	LANCACHATOLD	14.	19021	15	EAMERIN	ADINECO	MASSIM	tryling	Seese	branch.	House	STOREST	Sinne	Livers	liner	\$3,791.86	543034	
w	100 cost	ADSOLUTES NUMBER (1884 pleat	£14558040	but.	04004	14.	MINISTER	AWARED	Manuali	Many	dead	-	-	house	hadrend.	toner	limes	SAMER	iverot	
441	HOUSE	FF162 702 RECHSENT NO	EROCETAMIL		0000		CANOLE!	DOMEST	(AHDIA)	indeed.	-	phlopid	-	Statute?	Esternal	Usland	1	\$6,451.01	\$745.34	
645	troors	Propagation and the second	COMMAN ISSE		64464		Castita		LAPERALIE.	hare	lene-	lament	langer	frame	tax-et.	Lines.	tepoul	-51,614,13	- SERVER	
444	190.00%	CONTRACTOR OF	vocums		(x04)		CAMPEN			-	Seemed.	-	head	tener	house	tenes	last wat	BUNN	3111.71	
451)	MODERN	PANOLAND IS SERVICE TO A	MARKET		tings)		BURTHALDH	MANAGE		Street	benibles.	Marie.	-	har	Million .	Margarial	Maryout	u,u, w	transa	
Ue	16008	EPHOD MON ACCUTE I SO NOME IF	CHITANUACH		04011		NOTIFICIAL SOR		MASONIE	Harr	Mared	Sealer and	Superal.	Single	(thee	und	Variet	\$4,061.31	5415.76	
***	100.001	1230 DOMODRATI SEASSIONS SOM			timbio		GEOLEGISTE	WANNELD		Liber	telland	-	Marrie .	between	Stage	langed	Magai	\$1,337,34	5610154	A THE STATE OF THE
<b>4</b> 2	100 604	STOOL 623 DESIGNATE BEST	RUDWIT		MIN		CARRIE		HANKKU	hear	NAT.	النسط	ranie.	Huma	labora!	Charge	hare.	SUMA	5191.04	
204	100 00%	ersprings unches contrangers	TINDAM ACPORTING		meet		acoocistra	BIP/MACEO	HAMOURI'	-	femily	111111	hame.	Marine	Permet.	there	nune	SEAST DO	- French	ental and a second second
112	untin	that mirethaus	POSTINETO.		tat 1);		ATLANTIC:	MEANAGE	SEASONAL TANSANT	1444	tindbed.	Constant	1	1	100-	Sectional	sales of	\$4,524.30	5754.73	
too :	100.000	APSEL SOND SEASON FOREIT POLICE	SOME MERCHING		(M.)-\$4		AMANIK.		STANSON.	Harry .	ughel	to special	-	The same of	Titles.	lament.	lamer.	Stan d	1600 47	
W U	- kod Ora	STAN CINNESSED			9310		CAST MAS	SUVANCIO		-	Hard	Sur-	Pre-	Industrial	44-2	beer	harr	53,271,76	\$345.18	
	100 000	LESSO TWEET LANGUE AND ME	WHENTAND		OR 24D		CUMBERNATIO		WANDON!	learned	Sec.	Sere.	Dens.	The same	-	-	inner	MAILE	\$754.74	
m)	100 000	ATHER PROMOTED MEMORIAL	WHATHWY		Cat NGO		CULUDE X (AND	ANAMA		THE STATE OF THE S	-	-	-			-	liver	\$1,771.70	\$345.26	Andrew Committee - Links
***	100 000	ATSAN SEAS MINIDESTRUCTOR MAYERIA	iwataka		ta tel		CUANT BIAND	AtolAnced		-	ware		-	how.		Samuel .	week	31,691.75	SHAM	
101	100.00M	1250 Tel Unicetaca wino			(4.30		But ficts	MANAGO		-	bears.	Seres W	-	Here's	-	hi new	Lider	11.50 54	5415.47	
***	300 00N	LTION I HOSTILING APPOINTED AGAS	MC 430H		04137		OCIAN	AINMICED		bar.	The state of	100	-	-		17.11.07.31	100	33,797.16	Sauran	

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0 (O)		- SECTION .	H-FREE CO.		1134 MONTE IN LANE	treat made	Ki-	orn		OCCUP.	ADJANCED		-	-		Vipor		name.	Stepa	Speri	\$3,607,47	Shift S	
								61/47		INCEAN	sanaha ta	SCASSIFE	Madd	Varie	-		pieland	Married	Separate Separate	Harry	PLEISTE	359/ b	
0715		10.004	_		THE MALKET PER STREET	MANUTA		11714		WASHINGTON	ADVANCED	EXAMPLE	terret	Second.	Samuel	Server.	Intend	leavest	named.	Inner A	\$2,500.00	\$410.4	
1410	-	200 003 MED 003			SOLANDAME UNI BONTLAND			45214		WASHINGTON	ADVANCED	STANOBIAL	here	bished.	Service.	rand	1		la market	1	11.0000	Cheli	
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178		160 0054			ikin is chisimir sihrif	POLICETERA	IA.	11130		SHIAT ING	A CHAMEL	LYBORTI	6590	14304	icas.	1664	HAR	4ctd	Danier.	to have	\$1,250.00		il, med my medianesistes de files ha je jitin E alde autha
283	_	- 500 6005		1)101	10 MATERIAL PROPERTY.	MAKORI.	PA	16154	15	UCHINAVIAT	MINNE	MAYONU	beend	termini	line.	-	-	dirime	Here	Samuel.	SCHA!	\$116.7	- minery and the contract of t
121		100.000			MAS MUNICIPALISM MAS	Jaantinespineraeltr		wa	ft.	tinginia ku	menero	NEASONAL.	ino				Hale	learne	1111	d (ta)	DIMOF	1516.1	"SPLIT RESP" NA responsible for snow removed from six strongents, where they and having ones. It is engaged to be found patient serves begreaters and debugg the sa. of
201		100 00%			TENNAT PROTETRACKE STATES	DIAMONI		1740		NONBARRANIO	ADVINIGO		Madrel	liene'il	tangel.	Gund	Same?	igned.	beliefet.	U-L'S	11264.14	1414,0	
20	-	190 000	_		12 SOUTHWARE FIREITS	MIS HEADON!		(71)		L'impress.	AUVALETO		Items	lower	***		la-	Ineasi.	faminal	uned	SAMMAN	1407.4	
724	-	24.919			157 SOOTH CLEAD LAVERNA	TANCOUNT		inii		STANIST	ANNAMA		in to prop		1	lea-	-		as superpl	Mill dell	13.296.61	Siel e	
7/1	Inga		bekarn ba		CONTRACTOR OF STANSAGE	(MERCARIT)		1710		KIMITYKK	POYANCER		Manager	Lines	Sec.	haven.	Name .	See of	Same?		1345 11	-340.0	
224	STALL	2.076	Wal frim		157 10UREUNALIAMINE	i Aspoliu		1/311		SCALAS CAN	ADVANCED		dave	lier	learne	to beauty ?	4		Spe and	11-1	9/49 13	\$42.2	
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101	20014	ted son	2011		(30) ) 444M/ (30M) 1	NIMES (Trick	EA			PHILADITAL	ALIVATOR SO		need	100	10.00	ania.	Nove.	street.	Sangel	-	DANGO		Dig Salaman chaly
745		67,000			SCO EAST ENGASTER ANTHER		76			WAS	ADVANCED.	MANDIAL	Seamor	luned	towal.	uma.	lamed.	tra pd	A.zes	harris.	BUNG	1176 1	A. 48-41
Less.	17913	40.00%	Vinna lain		VASTASS LONG ASSESSMENT AND THE			19401		pekas	ADVANCES:		Seinte of	lando		Sec. 10	Greek	Mirror	Sine il	Union	13,564.14	1110.0	Contractive and the second second
203		100 00.00	,,,,,,,		yel Vines again		1	11971	1	letos	1	(Fasosias	unio		table to	1	gaib	leard		u sta	\$2,422.50	SI 70 S	FIFTH \$130° () responsible for his public wide; \$6 is responsible for all a side will a still for humburgers \$4 is responsible.
m	-	10000			HOWARITHT			Lion		MERCEGOMIAN .	Linimute		tenne		-		ment.	MARK	Lutt	best	37.711.19	5411.30	
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w		150400	100		IN PORTIFICIAL PRINCIPLES.			17901		(Congress)	Attracto	LIMOUAL	Admi	Inha .	-	1000	NOTE:	west	-	N	Malin (et)	\$300.0	CITY SQLWALCONIX, AX AMPRI
558		100.00%		11601	lol i corrente distric	inne Arol (d isa).	M	ibin		bban Atái ná sala		La Alvinson	District	Hand	lutrat	(income)	فسدا		Today.	a	\$3,400,72		Exposure by the remont with store, a large state of free and familial access that gad, a time with S <sub>c</sub> , the deliver state, to progress teams to the course of parts of the access of the familiar state of the course of parts of the access of
454		100004			STREET, STREET	PHILE PROPERTY.	£A	11111	14	FIRST ALM PROA	smooth	HARDNO.	Street	Hard	Here	Hums.	States	Sand	Links	السماة	\$4,130.41	13300	
606		100004			IS WAST CONTACTORED.	MARIANDE CTES		Crysia	IN.	Millerani	MANGED	TEATONIAL.	100-01	Same.	Spend	-	10	laned	المرعنة	-	54,112.00	180	
218		100 GO's		bisbe	SAME AND STREET	Fatistiows.	м	1946	0	Mediatrical	MANAGED	MAIGNU	Separ	-	transp	-	-	leyen	سينا	in james	\$6,791.6	May	
250		100.000		Him	ESTERNEN FRATERIAND	REARCOMAR	PA.	19054		BIESE	SOVAMED	METAM	11111	ine	lane a	-	4107	harre.	one.	144	цапя	prop	a dis des affice, usus a building dan disse etimosife and a "included products" - fall had a fall of a had a pippen by includ- "special military".
	- 1	- tourns		4400	Sundametonialenue	PHIADTIPINA		15114	1.4	MANAGERHA	ADVINCED	MALONU	lines	Service .	نجنه	(Later)	lane.		Park State of	Internal .	54 205 47	\$784.2	
852 878	-	KOUN	-		NOW CHAIRS SOME SOUTHWARD			17601		Madania		WANDOW.				dane.	Manage	tutory	brend of	week	13,401 97	CARCE	1
971	-	ROUN	-	-	MOD BEOWRIGHTE ROAD	188Van	-	1	1916	MCC15	activities to		nus	aup	Same	nand	600	Seame	4110	ins	\$2.07076	\$415.0	"EPIT MED" For II. It has been but and be in to handle there things his and a contracted by this
791		popega			TO SAYT LIBERTH INCHWAY	COMPTERMY	ta.	19300		CAPTEEN	MYMIELD	MARCHAN	heard	Guerra	Stanget	literati	Marry	harry.	tennes!	liner.	31,774.64	5417.4	
991		MOS CON			All Ind Investor Acres		ek.	1164		DELAWARE	MANAGER	MASCHALL	heer	14-14	biannis	hamed)	burn	-	inings	Supra	\$1,864 11	State	Heat Store One 305 8
1016		102031			IT IS NOCHEALLY BOXINGS			13112		PERCAULIPANA	MANAKED	SEAMORES.	ineme	Guen	inere'	hereit	Warre	Sugar	imed.	(imper	\$1,4M 17	terro	and the same of
		100-004			\$40 CH3543184400 KB47,03143	CHIENERYOOK	FA	I MAN	M:	CHITTER		LANGUAL	11001	43114	lepare	hier	y(1700	-	9194	11 May	\$1.500 cm	bien	
1140											The state of the state of	(fatrula	See .			Maria Comment	Steam 4	Service .			\$4,007	\$445, P	
1144	-	100 1050		inter!	States South Bodo	x(ton	24	14034	lit.	DELLIVERSE	TYDASME 1 TO	INVALEN	-	151mme	-	Separate Sep	Million.	Department of	ley-mid.	-	24,030.71	57700	

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			商		Market Street	腦	100	R.F						4.7								
								. 1	(complete	AND	MEN ANIAPP CONTRACT CRASCOWN PR											MODULE .
1	1	Sept. Drill	11142	PROMOMEDWEEL VALUE	s(Asurati)	100	Thoras	THE.	MONTOSUAY	MANAGE	CALLED !	a see	a less			11.000		utter	i inc	13 intes	3617101	"MPST DESP" BA is respondible for stone obtained to an
0	100.00			GOT DECAWANE ANTIQUE	PALMIATON:		laé n		CANBON	MINIMA			burk	-	-		lettered		liner	34,111.30	233572	
	, partor	-							***	11-11-11		200										KA to responsible for record property, specifically 11
p	4 85.00			yet wattenin nosa	AND CONTROL	M	1000	pt	REENWARE		TEASONAL	lemmal	-	letted ;	leaded.	anevi	Interior	had in C	(Local series	- 53 184 13	5547.42	Rose Springfield to Marrie, Chance to Little Line
(n)				IND SYMPHOTE IN FORD	PHODENNIE	PA.	(SCIN		ENLAWARE	POLYMETO	HANNA.	marri.	House,	Harry.	-	-		Spend	Margaret Margaret	10014	595 80	
91	100400			STATE HAD WENDER THE	Nexoms .	PA.	18001		WKO	MYNAKID	UNIVERSE	Season.	Sentend Semand	Baner.	laner.	- Named	Senere.	Segret	Pars.	SAME ST	3413.87 (406.10	Biographic 20th
ret .	900 (10			GALL MENNEMENT WITH THE REAL PROPERTY OF THE PARTY OF THE	III WILLIAM	74	WAY.		toxs	ADVINERO	MANAGERIA	-	-	-			leveri	States.	Seneral Seneral	14,0 N 12	1079.90	NI CONTRACTOR OF THE CONTRACTO
int	160.465			THE PART MANUFACTOR	Marthoppyant	24	(149)		MONTH DOMENT	SOUNCE	LITATORU.	Secret	h-mark.	leaved.	Harry P		Hank	HMAN	*****	\$0,000.61	344.44	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
*	18000		F13kH1	TERO THING ELEVEL	PONTING NUMBER	MA.	(ACC)	13	POLITITALION	PERMIT	HARONG.	( contract		Heart I	Here's	Pinne.	1	-	1	31,000.41	2000.00	
100	100.00		with	SANT BROKE WHICH THAN LEEV	STATEM.	14	19141	14	DIESTER	ADMANCED	SENTONAL	distant	4110	lasteri	Second (	dine.	tennel	in Partie	41.00	\$2,958.50	\$400.12	Captur accus while responsible for store oldewells or
114	100 647			2014-2011 FOUTH BAD40 ST	TRANSPORTENIA	PA.	1714	04	Printerint	ADVINCED	PHODAIN	Sec. of	hend.	tan-int	Interest.	lange	Herry	Samuel.	leady.	SHORKOR	\$11050	
a	100.00			District with trail it	CHANGE.	M	11011		DELAWADE	MANAMAN	TEMONY	Sames.		livered .	moved.	-	<b>Linksys</b>	-	10000	34,340.64	130614	
-	-		100	- In the second second	1000	10				Same.	Section 1	ises:	000	1000			Principle.		èton.	SLIGATE	551416	All programs to the finish a policy aboriging exerter, maked a sale by freeze
197	100.00			LES POND STAFFT	\$857U1	10.	1900	Dr.	NCO)	HINKID	unionu	beneat	haw	harr'	harry.	- Particular	henry	March	taxord Taxord	1466157	Shan	and by these
MA	(HIS)-OKT			THAT COMPANIES	AUKANS		Inn		Mikmells		STATISTICAL .	beer.		Bred.	-	No.	tellow.	Here!		140010	THEFT	
i de	193 000			SEGS TIMESEONS ANYTHUS	CRESTER		neut		DTIAWAR	ADJUNCAR		tenesi	lanes.	Sand.	-	-	lanes	sine-	Second Second	11331.32	LAME AS	Internate City Wileyalla.
71	100 000			LINE FILLADELPHAA AVEMIR.	#140HD		Hoo		BIALL	MANAIN		Santa.	Person.	-	Marie Write	line.	1014	Same of	Same	50,641.19		Dig View A City
111	192 001			THE SALE OF THE PERSONE	Annie (mit)	TA.	1904		DELAWARE		UASOUNI	-	571	-	-				-	\$1,075.77	141614	City Rockart Coly
FE	10360			TEAN 2006 HE RESTRICTED TO	ALIMIN	10	THE		MINDSSONIAL	- MANAGER	SPANIANA -	Sure.	lattered.		heart.	tenery'		Statut.	hattered	31,318,23	\$54045	
11	1100.000			116 399m /0/300m	PERMITTA	14	Pitt	15	PHIADEIPINA	MANCED		Beined	Deer.		bergel		learnet.		Cone.	31,311,10	334033	
11	100 cm			7941 CHILCRED AACHUE	PERADELPIRE	3.5	tyni	11-	PHIADELPIAS	BUNKER		Seetest	heart	-	-	HANG	Maria.	better!	Herr	117/12	MAN	
4	100.07			POT SOCIEM ACTIVATION TO	HUNDALISCS	n	17314		MINAN.		HAIONAL	-	there	-	leaned	11200	heed	uned	None	11,401.11	5668.35	
n	10000			NO MAIR VIALLE	konsky ako	PA	1764		Wardsouth	BUSINEED		mer.	dress.	-	-	Harry		See and	hune	12.144.50		THY SHIEWALK COM'Y
70	U 78 00			1000-1006 MARCH I SHEET	PHILARCLPHIA	PA	19 (0)		PHOLOCUPHIA	HWWKID	ICMOUNT	144	Milet	6014	Ward	iont	NAME	many.	Santa.			DIFYERWALACES
70 177				1000 JOH MARKET STREET	PRECARGIFICA	PA-	1910		NHEADSTRING.		SEATONAS	1011	MORE!	SN	stirt -	wat	NONE.	Hami	Marr	1711,10	HALLS	CITY SUCKALA CORP
43	10000			COLUMN SANCTURA PERSONAL	POPADELLINA	PA	witi		PHINCEIPHA		TEATERNAL	before	Character	here		home	Lipino	heart.	Heer	SEATE OF THE PERSON IN	1304-00	
m	-) \$6 601			et) formit argitrikers	PSHADELFINE	14	19111		PIPCAGE ETHA	ADVANCES		Mend	lime.	three	married.	have	Interest	Har-d	Director.		5264	
14	160 005	-		TANK MANIANT HAVE WELDE	PHILADELPHIA	FA	1914		PHAMILINA	MINAMED		Marri	Name	History .	Harrier .	Water	Sept.	-	harr.	14,750 CE		
104	160 00			DIG MANUAL RING	Wantinut		Hely		TERENT-	ALWANE (D	KAIONAI	beer.	Sand of	Unred	Manage	hared	Marriel	mape	Sec.	\$4,01.10	1/4577	
111	100.07			SOMO COPTING AVERUA	Perancisms	74	puli		PRESENTING	BUYMERS	MARKET	here'	20.75		2000	here	Start.	-	Barr.	31,041.44	PORT	
184	300 007			TETE COSTON MATERIA	POSASKINSA.	PA.	1217		HONOG LLINY.	ADVACED		harr	ringer		Innare!	1111	perci.	hand	Harry.	13,444 72	161114	
37	JOHN			1068 A WEST LIFE BLVS	GTATATOAN :	14	ussi		suces		HAMMA	lebes	Mil had	-	-	incres.		late and	Wiene	13,401.45	Kuai	The state of the s
43	160 010			J 803 SCHOLMOOMIT MAE,	with circum	PA	(piac		CHESTER	AMMEND		leatone	Lucia	<b>WARRY</b>	-	inend	bred	harm	Seven.	\$3,647.06	3518.63	
10	1000			THOS AND LONGE BOND	MANDALL	fa.	1944		MONTODIVEN.	ADTARKED		bear.	Heart	bure p	here.	-	hers.	limit.	Ser.		5412.04	
34	litri tak			SHOO PARKETAD ASSESS	riskStrat	/A	15114		PURDADELPHIA	HOVAKKS		BERT	Lund	Samuel	-	Injust	-	Accord	Marie	\$1,671.35	3447.13	(
14	- 100 000			1605 W TOTHWAIT STAFFE	ALLEBIDAYA	PA.	1170		trionar.		resentri -	laney.	Sine.		hees	lange	Saturd	-	HATT		Signal	
4)	Mus don			itel environment.	MADRICALITONAL	PA.	mil		## Res	MANAGO		heev	leased.		Harried .	None of	United	State of the last	dition	HOLD		
(1)	10007			ZZZYMANESIST	enocutive it	14	(AM)		stron.	ANAMETS	HAIDS	tan-se		Semes.	herr	Mind		Salvel	Stand	SLID III	4545.17	
44	10000			CETT DAMENON EDUCATOR	MILITARITY	fA.	14704		mest		STANONAL	Mary	lines.		3444	Stime.		lines.	Herry.	13,46137	\$567,87	
ω	100 00	1	13103	TOS CONTRACTOR	IMMEN	PA.	rissi	14	younna	MHHKEO	MANDAN	hara	4,,,,	tra-crat	Harri	- laboured	linear of	bated	uzzz	31,60131	3567,33	Firstly Militer Par Lannin, Cl. Davids a begin and both St.
uc	_100.00E			TO'N COMMITTEEN POAD	COLUMN HITCH		1.0144		husen.		Retoin	II MOS	si arca		himsel	wine to	<u></u>	werds.	u mi	37,162.5%	MISON	provide area pioly. Since principal flow 1003
14	Model	1	17101	20 MINIKASER ANIAM .	BRID LANA	14	11410	14	sabemontal ve	ANYANGED		-	Special	MARKE	-peer	Wheel		total		43 184 57	\$347.47	
re	ico con	4	71105	GOOD THE CAN HAS MANAE	eagers only		1105	16	NUCIS	ADVANCED		bertest	North	bupe	been	need	Janual	haled	limani	11.64.0	\$142.40	
99	hasus		11101	I SUGGET SQUAE, SOITE A	twistingers.	to.	10047	11	ALICAS .	Abvances		heard	latered	-	-	-	1	Season?	lanes	11444	\$47.60	STIME THE
17	100 80		Dill	TERUCHICHISTER AVEIRA	\$6KQS1KANKA	ĮA.	19361		DEI AWANE		Matout.	lationer	the same	Secured	-	Personal.	Birend	terred	bestere	54.09 81	11111 4	
0	10000		13134	190 CALL PARTITION PART	EZEGIA.	24	11561		CHIAVERS		(CANDISTI	-	Manuel	Sheet	former.	hamie	here	ben.	Stewar	\$3,160.05	\$117.00	
14	Kogtup		HIIO	nervirstovanena	HANGOWN SHIRAN	ra.	13073	15	DELAWARE		SERSONAL	hery	Pierre	Same	Second	in her	-	benef	heard	13,647.43	1604.11	invistore 2013
24	teach			THE IZ OCTORD KYPICK	PHYAMETHIA	14	m	15	PHARMETYPEA	ADVANCED			thungt	Samuel	triced	leaned	tere	nager	benen.	DAWA	- Jede H	
0	100 QM			PWELENCOCH PROFESSORS.	DOMESTICAL PORTON	M	11311	14	CIMATIK	ADJANETU		tenne	Unusi	-	******	Sie	Shair	****	ridad	13.01.77	Sister	
64	100 0 X			181 WALLEST ANY WAT	DOWN FIGURE	ra.	in	1.5	CHESTS.	ANONATO	HASOKH	miles.	District	Seleviter	Miner	Hamel	lister.	timent	liens	3436124	5558.65	
44	Scotts		11111	Dorozziii suri eddir	month tours.	7A	11111	11	Cushs	AUTAIKAD	MASON	SHIP	Stand	Harry	bearing the	-	there	Sum.	here	36375.17	1921 N	

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			圝			謕		疆	<b>第四章</b>	loste Avtanti	HANG AMPAND											Divini and a second
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45	100.00%			NO SIMPLE POR A DATE	MICERCOLL		13465		CHISTIR		TEATONAL	merce		de prompt	in the same	1	Ent	in l	pind.	31341.17		Managerty hist manageridens by
7	390,006			ST NOW DO LOW STREET	MARKOWAN		18532		RI-NZ		CEASTIGAL.	Stern'		Mary.	Street.	tines	11-0	toward.		1121177	350.4	
100	16000			114.718/4/5141117	HEARMES	10	11602	M	biass.		MANDIAL	MAL	-	NEM!	1014	sant.	WAL	timed	hand	31,990.60	34994	CHAPCHWAINING
7	100,0014	711		NEW PERSONNEL SYSTEM	MEAGNING:		11406		sturi	LEVER SO		Sec.	Linguis	tra-il	unp	telemit.	traunia.	tenna.	Marina	11,011	Siya ti	
ra .	Indicate:			PERSONAL PROPERTY AND PROPERTY	WOODAGING		11430		stars	HQUEO	MANAGE	lates of	Steward.	Liber	(James	Garage	Here	Seeme?	Sure	SUM	1129.7	
13	106.00%	All and the second	157/25	PRODUNT CHEEKWAMAN.	LUM	ivv	min		100AH	MPHANCIO	MANAGEMAL	-	-	Wired.	Hear	Selevat	10-0-0	Septise	Here's	33,413,31	[449.]	
1	100.00%			HANTED CONTROL	ranivant		HOL		WASABEES.	AGUJAKTO	MANNELL	Samuelel	4	Whee	Line	SHANE.	Server	nine:	wine	TUNS	- 6121.N	SE, MA intelligible
0	100 one			SOLA ROOLLY STEED AND AND	(HII ANICH		15020		POINAS.	APPINCED	MANOHAL	material.	September	index	Sideral.	Securit	110-0	Markey !	Marine	\$7,810.40	3471.4	7,500
n .	100 con		mis	THE MATHEMAN TO	DECEMBLE	IW	HIST	١.	GRMIN.		MAYONA	Mered	Laure	Here	Interest.	wp-rt	hand.	traps	tegrated	\$1,364.14	\$150.0	
10	100,000		this	EP DEEP WATER PRODUCED AND ADDRESS OF	INTELLIGINATION .	W	16164		W. KSON	AUTANCED	MENUNA	malley	Hered	Spread	tellan	-	Senood	Sept step!	Stanzi	33.101.51	SULG	
M.	100 BKM			SESSIONS CHOS	analanda .	WY	25551	1	COLUMN	AMULICIO	SEASONAL.	bjarred.	Inner	Migre	laure	heliana)	Server.	Minirat	Inneal	31,331.33	[4353]	
4	1000 0xXX		11115	FOR STREET, STATE OF STREET	DIAMITY	100	P\$ 112		extinular		tanona	Mauri	Stanta.	Games	-	Seiner	(town	-	Mare	12,012.0	HILLY	
4	Hones		sing	THE WALL WALLE TO	MULTICUPACH	me	15/01		Nestable	ACTIVITIES D	TRANSPARE.	States.	Here're	-	heins	Help of	-	لجنما	Harpey.	34311 14	1794.8	C_rurrings
0	100 00%		bilte.	IAG BIVINEY PILL	trait	797	mail	1	RAESCON!		MANDELL	hand	freuen	Second.	ire-out	Security 1	-	hand	Accessed.	SWIN	SHEN	
	100.0014		litte.	MA C POT LIMIT	property	1977	26.414	¥.	HARRIGHE		SEASONAL.	lines	Some	paret.	Hefre	hime	trong	Similar.	here!	SUMBAL	11150	0.000
	Votra		sync.	ATA S ATROACOTE BOMED	WESTON	WV	76601	1	MACHEMANA		MANONAL	lane.	Seemed at	have	beauty	Seingligh	Same	-	-	51,647.61	\$863.4	C. L. C. Line J.
1	300 004		17716	SOWEST WARRENGE	MOUNTY		11,753		SAMPLINE		BEARONAL	timest	General	learned	limed	lende'	Statute	Links	district	\$4,275.00	mas	
a l	frat spis		11306	IN AARDY AVERDY	HOSAN		75024		ICOMY		ILEANIEL .	Stano	-	laund	Seemed .	Sellinge	hearing.	Smales	Yam.	Hain	SMIN	
4	100 004			TO MACCOUNT ASSURE SE	COMMITSION		25)01		AMMENA		MASORIII	tiane.	Special.	Issied	upod	liber	bond	Report	Mary	31,444 14	SEAT N	
M	1000,44			CATALL MATHEMATICAL PLATE.	CHARITION		23,102		DOCCUILA		MANDEAL	herd	limne	hore	Lines	Marget	Special .	Sime?	Samuel	SUMM.U	\$1150	
4	1001Uta			TOTAVISDAYINGE	DAMA		no4		ENWARE	HOUSEREE		Times.	Herry	before	Ymee	merid	nher	Science:	Water	1125000		Manuel
4	e wor	100		1011 BHGGT A(160	CHANTION		13)10		MANAMA		SEAVORAL-	Here	ion orn	Media	Upper.	1000741	Brinarat	Separate .	Mater	31,017,77	JAK K	
4/14		AN III-bas Ale		INTA BRESS! MONT	CHARLETTON		18.316		endants.		STANISH	tennet.	-	hard	Stand.	Separat.	Here	Cand	Sec.	\$63.00	\$10.0	
K	\$100 UM			TIMINA WEING POR	FORT MINW		25323		CONSMIT		MANORAL	distant.	bearing.	Inmed 1	bines.	Manual.	hate.	mer.	-	13,460.00	1944	
-	300.00%			HE SANCTIMENT AND AND SAN	to catatral of		19 101		*******		TENORAL	Livery	lement of	Section.	Vadu	WHITE	Minimal	Name of	-	\$4,890.11		
	1001004			THE INVESTMENT WHILE	CHAMITATON		16317		CANTINA		SEMONE.	lura	Person.	turne.	leped	mire.	Name .	MERT	Hear.	1079035	\$1110	
,	BOOKEN			TOT EVEN ZIGET & EVVI	GAX HIST		11101		INTIT		HVANNT	Head	-	10-00	-	Uprell		least-or-	31444	SUMP	\$769.21	
a	MRRAM			HANDEN AND STATE OF THE STATE O	ESCAPETINGS-FERM		19 301		cotti	BUNISPECTO		Semmet.	bearing	Betteker	bund	trainage			-	53,64000	seus	
4	Uniterni			ii kirkiikstiikst	West Will		11701		scord.	15YUKIA		limper	Gard	-	Samuel .	hime	barr	brane.	Separat.	51.110.01	14161	
	100 00%			POTA MODITAL E TAN OWNE	Heate		HADE		KAUTIGH		STASSIME.	hand	-	Marrie	hand	bears!	briene	peres.	mend	14,115.00	fem i	The state of the s
9	100 COM			ers season have there	MATE		MIN		UL REPORT		UNIQUE	Serve.	Sterry	tepres.	braud.		Second		-	1000	Summer Summer	
4	ROPOLS.			HE HEAD MARKET	HORRIGANI		nin		PARAME.		HAVONAL	State!	Short	March.	Sector	100-20	Sune	****		1100000	35399	
,	100464	-		MOE US KOUSS BAS SANS	###SOUNYSEE		31564		CARITA		ALTA DEST	-	Harry.	Standar.	Harast.	lunear.	Herr	See at pr	Linear			
4	100.004			is) Maint (# HOAlest ALLEY			24147		LAKINOW		MANAGERE	-	<u> </u>	100	6448	hat	Kin/	Holde d	bisepie	\$1,648.76	24 Per 2	
	100.001			TALM PHONE WALKING	corre	WY	STATE S	-	EYMANNA.		UAUSUAL .	Stanfel State State	to-re-	h-	Verient.	Action 4	11-4	unes	Significal Significal	314644	337A	The second of the latest
	3004878			123 SAGIN STREET	LYAY		250A3		OM		SCANDAL.	benesi	news.	u.s.	-		Sides	-	tiana.	52,979.14		
-	800 CON	172.411		ece swinch wyDwy	ONWITE	1907	P(4)	-	BUONL		Theory	Same of	SEC.	(dame)	11201	1444	1	History Luised	HOPE .	5433444	1445.34	
1000	husous	200		A EDISONAL STATE	MENTON				HACENER		STANOURI	Mark	-			Hard	-	Star of	Harry	144101	5111.6	
4	100.00A	-		PROCESSION AND PARTY OF	WEIGH		HAR		MERCHANIL		HAMMAN	Name of	Change	famout.	Serveral.	Dereg	Marrie .	Laured	Secret .	34,131.45	3791.8	P 4
1	100.004			REPAREMENTATION	I MOUTE STATE OF		2541		WHOMAN		MANAGE	Same of	1	hand.	-	Grand	Sec.	6000	1	35,395 14	SINLA	
	2015 074			AND DURLY AVENUE	PARATEURA		74104		163000	MANAGE TO		Senew	Same.	bres	MANUE	SERENE!	-	Muney.	-	38,450,11	\$3410	
!-	100000			MATE WINDS 6050.	LANGSVILL		14104		HICHGEAN		WANGEL	Street,	Same.	14	Parent.	happy .	11	Same?	Barrel.	14,119.14	5551.6	
4_	HORN		TEAM)	A MANAGEMENT ROAD	C-PANALYHIII	I way	14101	-	III III III III III	-UMATO	P. Walter	Sinch!	1		1	-	Timer.	-	-	Tella M	Park II	
al .	190.00%		11111	TRIBTE HULLA FERE CO.	MARHUMITER	w	MAI		MANON.	ADMINISTRA	EEASOKAL.	Sec.	learne.	Mineral.	Sections.	betreet	Mary	histor	Spanner.	\$1 M91 H	5015 6	
•	100 50%		11114	TEE PANALLATEL	rimiro	WY	16116	1	6440000	ADVIANCED	HANNAH	beneral	Hwan	beer.	laboral	Second	Dage!	Stereof.	Shee	\$3,304.14	1100	
o .	144 00A			MIDEAST MINIMET	FAAKERSwung -		respt		WXXXX	MUNICIO	MIMORAL	-	beard.	free	Name	feller	freez.	Name of	ment.	\$5, hot 14	Stray	
1	100.004			NOW SCHOOL SEAS DRIVE	white.		24137		LA BATANTA	Thursday in	Garren	51-41	Mare	Lines	100.00	40.00	-	-	Seeme	51.115 14	11111	

6 of 7

Exhibit C

-	Haran Bassa		MAN THE SERVICE	暗影	MS.		Will and	世界の	EII	514	200		100						
i ha				耀腿		man (S	HKM	KON ANTHO CON MACT SUMON AS TO	531										
	Several life Prop	100 以表的 善善 多级	<b>基本企</b>	摄尼		CONTENTO	NUMBER	LANGE MALE											tions:
	THO KATA SHESHIS PARK	Delif I ADDRESS.	est best	WY 111	6 15	wood	MANAGER	(LANOSA)		Materi	uner.	the day	tipost.	Marret	Steere	Mary	33,304.41	\$550.00	
142	100000	THE TREE WATERWICH THE TANK	(MARIETA COLF	WY 152	ai biya		MANAGER	SEASONAL.	-	limes	lane	Seaso	Marer	Name of	Stanger.	Sener.	STORM	\$407 M	
	(40.00%		manual .	ev (2)	22 15	IV/Com	MANAGER		herry	155-04	leterat.	here	Petrani	-	-	lenne	10,000	sois	
411		STOOL SIZE COOK, WASHING	SANLEY PRACTICE	12010	100	thecan	MANAGE	STANSAL	Season.	-	Lowe	Litera	uned		Marine	here	11 cha co	11106	
455	100.074	Extrig to though went states	WESSERVENIES	WV 71	14 15	VARSULA	MYANCIO	STASONAL.	simusi	Seren	Merey	helps	betreet.	tarer	Here	News	\$4,575.70	1747.8	
411	Hig core		PONICALINA	WY		MANCH	HANKIN		Wany	Herry	Memo.	interes:	*	hars	-	-	14.511.71	\$490.00	
th.	THORAN	TITLE SELECTION ASSESSED.	BECATTA	100 100	AN INC.	Notes	MOVANCE	SCASORAL .	Search .	Mare	Silvery.	Margal	Mary	-	Simble	Serve	HIMM	\$25CC 8	
681	11000s		Wester	WY 13	13 13	<b>EASTANIA</b>		MANDINE	henre	Super	base.	Same.	mart	unne	hard'	Here	54,792.13	5111.0	
/4	110,004	FEMALE PORTY WASCERNET WAS ALTON	PATORISM.	WIO	32/40	RECOGNITI	45,44410		Ware.	-	6000	Lucial	Secret	Here	****	-	32,571.14	6496 N	
195	106 con		GREEN FORT	WY		IDANSON.		MASONAL	Samuel	tener	longe	mered :	Stanger!	turerer	frame	Seres.	\$1,594.11	33310	
Sept	- jbs.com	PER SHIW, MANAGETT	NIFECULAR CONT	WYITE		indicate of		MINORE	hand	Sec.	hariant	Surad	Seres.	Milap	Steam	mare.	12,894.11	SIALIZA	
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Case ID: 190201821

# Exhibit D INVOICING INSTRUCTIONS

\*When this Exhibit D is attached to any agreement between Rite Aid and a contractor, the terms of both the agreement and any preceding exhibits prevail over the terms in this Exhibit. Not all provisions in this Exhibit are relevant to all agreements attached thereto.

The content of this Exhibit provides policies and procedures related to facility repair and maintenance proposals, quotes and payments. The Exhibit also contains examples of acceptable invoice format and a Validated Service Ticket ("VST") or its alternative, for satisfactory work verification.

The following is included in this Exhibit:

- Retail Facilities Contractor Instruction Sheet (Pages 2-3)
- Retail Facilities Proposal for Repair Procedure (Page 4)
- Retail Facilities Invoice Procedure (Pages 5)
- Sample Work Order (Page 6)
- Sample Invoice (Page 7)
- Sample VST Exception Request Form (Page 8)
- Approved Affidavit Form (Page 9)

For questions about the enclosed forms, please contact a Rite Aid Retail Facilities Administrator for guidance at (717) 730-8200. Compliance with the policies and procedures will assist Rite Aid in providing clear direction to the contractor and minimize unnecessary delays in invoice processing time. These guidelines apply when dealing with Rite Aid representatives directly, but also through another source as Rite Aid may designate from time to time, such as a third party call center or service consolidator.

## **Retail Facilities Contractor Instruction Sheet**

All Contractor invoicing must adhere to the following attached policy, procedure and invoice guidelines. Invoices not in compliance with the attached guidelines will not be paid.

### Policy Guidelines:

1.) Invoices for ALL work completed must be accompanied by a verification in the form of a VST or approved alternative (e.g. IVR, post-service confirmation record, etc.). This requirement includes scheduled, preventative maintenance and on-demand work unless a prior exception has been issued in writing by Retail Facilities and the Accounts Payable Department. Exceptions are typically provided for scheduled, preventative maintenance when the Contractor can provide an acceptable electronic verification of work completion along with the invoice. Exceptions may be granted in whole or in part to a particular Contractor, or regarding a particular Service. Annual Exceptions may be requested in writing in the attached format and sent to the attention of:

Robert Fazakerley, Vice President, Retail and Corporate Facilities Rite Aid Corporation 30 Hunter Lane Camp Hill, PA 17011

- 2.) A Retail Facilities Repair and Maintenance representative authorizing service will issue a dispatch number for all facilities repair work. The dispatch number will serve as the authorization number and must be included on the service ticket and invoice.
- 3.) When receiving an emergency call directly from a Rite Aid Store, respond to the service request and contact the Rite Aid Repair and Maintenance Request line immediately at (866) 532-9927 to report the emergency call and obtain a dispatch number. An emergency is defined as an incident involving danger or injury to human life or severe damage or loss to Rite Aid property/assets, including products for resale.
- 4.) Invoices must be accompanied by the appropriate supporting paperwork such as guarantees, warranties, permits, manuals, etc.
- 5.) All invoices must be received by Rite Aid within thirty (30) days from the date the work was performed.
- 6.) Invoice payment check stubs indicate the invoice numbers covered by a check. Contractors shall credit these specific invoices directly, instead of applying the check amount to the total balance or oldest invoices.
- 7.) For invoices in excess of \$5,000, or upon Rite Aid's request, Contractor shall include a sworn statement indicating all indebtedness is paid in full and provide waivers of liens from subcontractors, suppliers and any party with a right to assert a lien.
- 8.) The Contractor's employees must be properly licensed to perform the trade for which Rite Aid has engaged it, as required by all jurisdictions having authority.
- 9.) It is the responsibility of the Contractor to obtain all necessary trade permits and inspections required for the project at hand. Plans, drawings, permits and inspection fees should be included as a separate line item on all invoicing.
- 10.) Travel Charges: A company vehicle and customary mechanic's tools are essential to the work performance of contractors and tradesmen, therefore Rite Aid does not pay separate truck or small tool charges.

#### Procedure Guidelines:

- 1.) Initial service calls are authorized up to a dollar amount specified in writing on the work order. If repairs are going to exceed this amount, Contractor must call the Rite Aid Repair and Maintenance Request line at (866) 532-9927 for a verbal approval or to submit a quote. For repairs in excess of \$1,500, a written proposal per the attached Retail Facilities Proposal for Repair Procedure must be submitted. If the proposal is approved, Contractor will receive notification of the acceptance.
- 2.) Upon arriving at the store, Contractor must sign in the Vendor Log at the manager's office and use the store telephone to use the Integrated Voice Response (IVR) system, unless the Contractor is IVR exempt.
- For the IVR, Contractor must identify the number of technicians present.
- After work is completed or when leaving the store for any reason, Contractor must sign out on the Vendor Log and use the store telephone to log out using the IVR system (unless exempt). If the Vendor Log is unavailable, Contractor must advise the Rite Aid manager on duty of its actions.
- 3.) A Validated Service Ticket (VST), should include time and/or hours filled in by the manager, and the scope of work performed. If the technician disagrees with the time the Rite Aid manager fills in, s/he should place a note in the comment section. Both parties should read before they sign and use the comment section as necessary.
- 4.) Each trip to a Rite Aid store requires a separate VST or separate IVR entry for jobs not complete. Example: If the service call requires three trips to the store in order to complete the assigned work, submit three separate VST's with the invoice, or log in and out on the IVR with each visit.
- 5.) Include all work associated with a specific work order on one invoice, irrespective of the number of days required to complete the work. Rite Aid Accounts Payable cannot process multiple invoices against one dispatch number.
- 6.) If a technician is denied access to the store by the store manager or does not receive cooperation to perform work requested and approved by the Retail Facilities Repair and Maintenance representative, instruct your technician to notify their supervisor; the supervisor will contact the dispatching Facility Administrator at (717) 730-8200 for assistance. Rite Aid expects courteous and professional performance by all parties.

## RETAIL FACILITIES PROPOSAL FOR REPAIR PROCEDURE

- 1. If repairs cannot be completed in the designated time frame or will exceed the authorization limit set by the Facilities Administrator at the time of dispatch, a recommendation for repair must be submitted to Rite Aid for approval ("Proposal" or "Quote").
- 2. The Proposal or Quote must provide the following information:
  - a. Description of problem and short reason as to why problem occurred.
  - b. Breakdown of material needed with price for each item, including permits, inspection fees, etc.
  - c. Separate tax calculation.
  - d. Breakdown of number of labor hours needed to complete work, by technician.
  - e. If applicable, trip charge, initial service call, GC OH&P or management fee.
  - f. Any rental or other charges (freight, crane, etc.).
  - g. Total of above charges.
  - h. Analysis of necessity of repair at this time.
  - i. Availability of material and ship date, if applicable.
  - i. Estimated completion date and time.
- For additional work authorization over the initial authorization, Contractor must obtain verbal approval to
  proceed with work while the Contractor is on site; Contractor must then submit the revised approved cost for
  incorporation into the existing dispatch number.
- 4. All Proposals will be accepted as NOT TO EXCEED itemized quotes and not as a lump sum.

## RETAIL FACILITIES INVOICE PROCEDURE

Below is a list of the specific procedures to be followed when invoicing to Rite Aid Corporation.

- 1. All invoices <u>MUST</u> be clearly labeled "Invoice" with an invoice date and number. Rite Aid does not pay from statements.
- 2. All invoices MUST identify store number and location and the exact date(s) of service.
- 3. Rite Aid can accommodate spreadsheet billings for multiple locations for fixed price contract agreements. Contact the appropriate Rite Aid Retail Facilities representative for spreadsheet billing requirements.
- 4. All invoices MUST identify contractor's name, vendor number, complete address and phone number.
- 5. All invoices MUST show the dispatch number and a comprehensive description of the work performed.
- 6. All invoices MUST have a VST, IVR record or approved alternative.
- 7. Invoices submitted without a VST or its alternative will not be paid.
- 8. All invoices must contain either the negotiated contract rate and its ancillaries, or the breakdown identified in Paragraph 2, Page D-4.

INVOICES MUST BE SUBMITTED IN THE APPROVED FORMAT THROUGH THE ONLINE SERVICE PORTAL. NO PAPER INVOICES SHOULD BE MAILED UNLESS REQUESTED.



WORK ORDER:

Nate Reported: Date Committed: Priority: 11/19/2007 5:00:00 PM 24 HOURS

Operator ID: Requester Name: Telephone Number: Cost Center:	Cheryl Evans MANAGER, Jason 614-749-7872	Alternate Contact: Alt Contact Phone:	ASSISTANT MANAGER 814-749-7872
Location ID: Description: Mail Name: Address:	RITE AID STORE -		
,	NANTY GLO , PA 1594	3-1254 US	
Service Location: Request Code:	PLUMBING REPAIR		
urinal is not opera	tional no water no flush	ı -can use comode un	til Monday
Is there any flood work order. No Verify the location If the leak is outsi If the issue is sew dispatch separate Can the area be co Has the problem co	of the issue (pharmacy de, has the city perform age backup, will the sto work order. Yes sutioned off to prevent a aused any damage inside	ik? If yes, dispatch wo ,, restroom, outside, e ned any recent work? are need Water Extrac usage or injury until a de the store? Note the	ater extraction as a separate tc) a n tion or Sanitizing work? If yes, ervice (if applicable)? Yes approximate size of the
Provider:	101		
Provider Contact: Provider Telephone: Provider Fax:		DIVE. Release #:	<b>\$</b> fi 1
be licensed, insured, a check in by calling 1-6	and bonded, as required by a 366-532-9931 when arrivin	opplicable state law where g on site,	ons, including safety regulations, and work is performed. Provider must
technician must call th	ed DNE stated above without ne Service Solutions call cent Proposal or Quote on-line,	prior approval, If work is er at 1-866-532-9927 a	expected to exceed this amount, nd provider's service desk must
To ensure the efficient	and timely processing of an	Invoice, follow the instru	ctions set forth below.
To avoid a delay in pro	ocessing your invoice, please	follow these instructions:	
Technician must check 532-9931 (failure to provider scorecard rat	check in and out with the sto	g the above IVR (Integrat ore and IVR system could	ed Voice Response) number <b>1-866</b> - result in invoice challenge and poor
store stamp. You must	t or your company's work tic t submit your invoice online yment will be delayed. Paper	(www.fmpllot.com/riteald)	d store management signature and b, and attach the signed/stamped will not be pald.
DNE (Do Not Exceed)	stated above or an approved	l Increase.	natically. Invoices that exceed the
FOR PAYMENT **			WORK WILL NOT HE PROCESSED
If these directions are increase, the invoice w	not followed accurately, or li ill be returned to you withou	f the invoice total is greate it payment.	er than the DNE or the approved
Customer Signature:			Date
Vendor Signature:		N:	

	(FACILITY MAINT. GROUP)	INVOICE
Online Vendor Invoice	Check #:	Vendor Inv #: Invoice Date: 10/22/2007 Service Date: 10/22/2007 Received Date: 10/19/2007 Date Approved: 10/22/2007
	Check Date: 10/25/2007	Date Apployed. 10/22/2007

Billing Address; RITE-AID CORPORATION PO BOX 1169 - ATTN: ACCOUNTS PAYABLE DEPT CAMP HILL, PA 17011-1169

Location Address: RITE AID STORF

SHENANDOAH , PA 17976-2332 570-462-1924 RIT-00208

Work details	Status: COMP	Batch ID:
(//O# (FWO#)	Provider	Equipment
Need fixed asap, techs for equip. Description of Work Done: Replaced Rubber boot and re-giv	won't service until drain is fixed (FACILITY M. eo rvc assembly at roof drain ab	AINT. GROUP) - 10/22/2007 12:43:49 PM love drive thru
	nging the scheduled date and the	priority per previous note when I talked w/ tom
10/19/2007 11:10:0 asked for the details. Tom stated was reasonable, service on mono	D2 AM Called I from ri that it was about to rain and lay 10/22	te aid and he stated that called him and offered service for monday and tom said that
emergency call, that monday wo changed from P4 to a P24, IS	called and he said  out be line to have the work fixed  aid he would be back out there or  ***********************************	at the store told him this was not an it. I om said its pouring down rain anyways. I n monday.
problem? drain on roof of drive t extraction as a separate work or thru roof If the leak is outside, h store need Water Extraction or S off to prevent usage or injury un Note the approximate size of the	der. No Verify the location of the as the city performed any recent anitizing work? If yes, dispatch so til service (If applicable)? Has the	what is the nature of the g as a result of the leak? If yes, dispatch water issue (pharmacy, restroom, outside, etc) drive work? no If the issue is sewage backup, will the eparate work order. No Can the area be cautioned problem caused any damage inside the store? ssues (If any) are being caused by the issue (risk

Item #	Description									Line Cost	t
	Name		Date	Start	Finish	Hours	Rate	or	Line Cost		
	FACILITY	MAINT,	10/22/2007	10:41	12:52	2.20	\$0.00	N	\$0.00		
	FACILITY	MAINT:	10/22/2007	11:23	11:23	2.20	\$	N	\$		
1								La	abor costs:	\$	
	Date 10/22/2007	Item De Travel C	scription harge				Quantil	γ 1	Line Cost \$		
2						M	laterial ,	ot	her Costs:	\$!	
							Invoid	<b>78</b> Š	ub-Total:	<b>\$</b> :	
									Tax	\$0.00	

#### Invoice Total: \$

Submitted Invoice Total:

If the submitted total is not the same as the invoice total, you must click "Submit" to update the submitted invoice,

# RETAIL FACILITIES VALIDATED SERVICE TICKET EXCEPTION FORM

Rite Aid recognizes that the burden of supplying a Validated Service Ticket (VST) in some preventative maintenance programs is overly burdensome and does not add to the value of a negotiated Agreement. In other instances, in coordination and compliance with Rite Aid's accounting compliance policies, the supporting paperwork is a mandatory supplement to invoicing and no exceptions will be made.

If you wish to apply for a VST Exception for your company or a particular service, please fill out the information below and submit it for consideration to:

Robert Fazakerley, Vice President, Retail and Corporate Facilities Rite Aid Corporation 30 Hunter Lane Camp Hill, PA 17011

Contractor:
Service Type (if all, state All):
Service Area(s):
Date of Application:
Potential Annual Value of Agreement:
Contract Date to Start (if multiple, state Multiple):
Contract Date to Expire (if multiple, state Multiple):
Please describe the method(s) you intend to use in lieu of providing Validated Service Tickets:
Upon review, your application is- APPROVED DENIED
By: Date Initial
Initial
By: Date Initial  Robert Fazakerley

## AFFIRMATION OF SUPPORTING DOCUMENTATION FOR INVOICES

This statement is designed to be used by Rite Aid Service Providers with a current fully executed preventative service agreement AND approved VST Exception Form. In compliance with Rite Aid's contract Audit provision and further pursuant to Invoice Procedures identified in Exhibit D, this document memorializes an approved exception to the supporting documentation requirements for invoicing in the above referenced documents, as follows:

- 1. In lieu of a Rite Aid or Service Provider generated Validated Service Ticket, the service provider may provide an internal IVR summary to verify service completions; OR
- 2. In lieu of an internal IVR or a third-party IVR system designated by Rite Aid, the Service Provider may verify service completions through an internal post-service verification method (e.g. phone call confirmation), and provide a summary copy of verifications; OR
- 3. In lieu of the above, other advanced technological methods demonstrating service compliance, as demonstrated to and reviewed by Rite Aid representatives;

  AND, in conjunction with 1, 2 or 3.
- 4. Details of the post-service verification, and/or any additional signed service tickets, must be made available to Rite Aid upon demand, within a reasonable period of time, not to exceed a maximum of thirty (30) days.

The undersigned, being an Owner, Officer or other Principal of the Service Provider, having performed reasonable due diligence, hereby affirms that the charges for Services on the attached invoice are valid, and that Service Provider has complied with the above guidelines.

Service Provider Nar	ne:
Ву:	
Print:	
Its:	* * * * * * * * * * * * * * * * * * *
For (service type): _	

#### EXHIBIT E

#### Rite Aid HDQTRS Corp. ADDENDUM #

Store	Address	City	State	Zip Code	Program ID	Add/Delete	Effective Date
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							1,220
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### Important Notice:

Internant rotices

To ensure properties are added and or deleted as necessary, and to ensure code compliance,
CONTRACTOR must return this addendum, signed by an authorized representative, by mailing/faxing/scanning
to Rite Aki within five (5) business days following receipt. Rite Aki will automatically add/delete
those site(s) in seid addendum and attach the addende to the Agreement.

Thank You! Thank You.

RITEAIDI	ACKNOWLEDGEDI
Director or Vice President	Contract Representative
Date!	Date: